

## **Specified Securities Information**

**Mizuho Bank, Ltd.**

## SPECIFIED SECURITIES INFORMATION

Type of Information:	Specified Securities Information
Date of Announcement:	30 June 2015
Issuer Name:	Mizuho Bank, Ltd.
Name and Title of Representative:	Nobuhide Hayashi President & CEO
Address of Main Office:	5-5, Otemachi 1-chome Chiyoda-ku, Tokyo 100-8176, Japan
Telephone:	+81 3 3214 1111
Contact Person:	Attorney-in-Fact: Kozo Sasaki, Attorney-at-law Kosuke Miyashita, Attorney-at-law <i>Gaikokuho Kyodo-Jigyo Horitsu Jimusho</i> Linklaters Address: Meiji Yasuda Building, 1-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo Telephone: +81 3 6212 1200
Type of Securities:	Senior unsecured unsubordinated bonds
Total Issuance Value of Securities or Total Sale Value of Securities:	CNY250,000,000
Matters related to Financial Instruments Exchange Market, etc.:	Not applicable
Address of Website for Announcement:	<a href="http://www.jpx.co.jp/english/equities/products/tpbm/announcement/index.html">http://www.jpx.co.jp/english/equities/products/tpbm/announcement/index.html</a>
Status of Submission of Annual Securities Reports:	The issuer has continuously filed Annual Securities Reports with the Director-General of the Kanto Local Finance Bureau of the Ministry of Finance of Japan pursuant to the Financial Instruments and Exchange Act of Japan for more than one year.
Notes to Investors:	
1.	TOKYO PRO-BOND Market is a market for specified investors, etc. Bonds listed on the market ("Listed Bonds") may involve high investment risk. Investors should be aware of the listing eligibility and timely disclosure requirements that apply to issuers of Listed Bonds on the TOKYO PRO-BOND Market and associated risks such as the fluctuation of market prices and shall bear responsibility for their investments. Prospective investors should make investment decisions only after having carefully considered the contents of

this Specified Securities Information.

2. Where this Specified Securities Information contains (a) any false statement on important matters, or (b) lacks information on: (i) important matters that should be announced or (ii) a material fact that is necessary to avoid misleading content, a person who, at the time of announcement of this Specified Securities Information, is an officer (meaning an officer stipulated in Article 21, Paragraph 1, Item 1 of the Financial Instruments and Exchange Act of Japan (the "Act") (meaning a director of the board (*torishimari-yaku*), accounting advisor (*kaikei-sanyo*), company auditor (*kansa-yaku*) or executive officer (*shikkou-yaku*), or a person equivalent to any of these) of the issuer that announced this Specified Information shall be liable to compensate persons who acquired the securities for any damage or loss arising from the false statement or lack of information in accordance with the provisions of Article 21, Paragraph 1, Item 1 of the Act applied mutatis mutandis in Article 27-33 of the Act and Article 22 of the Act applied mutatis mutandis in Article 27-34 of the Act. However, this shall not apply to cases where the person who acquired the securities was aware of the existence of the false statement or the lack of information at the time of subscription for acquisition of the securities. Additionally, the officer shall not be required to assume the liability prescribed above, where he/she proves that he /she was not aware of, and was unable to obtain knowledge of, even with reasonable care, the existence of the false statement or the lack of information.
3. The regulatory framework for TOKYO PRO-BOND Market is different in fundamental aspects from the regulatory framework applicable to other exchange markets in Japan. Investors should be aware of the rules and regulations of the TOKYO PRO-BOND Market, which are available on the Tokyo Stock Exchange website.
4. Tokyo Stock Exchange does not express opinions or issue guarantees regarding the content of the Specified Securities Information (including, but not limited to, whether the Specified Securities Information contains (a) a false statement or (b) lacks information on: (i) important matters that should be announced or (ii) a material fact that is necessary to avoiding misleading content) and shall not be liable for any damage or loss including that described above.
5. In respect of Mizuho Bank, Ltd. U.S.\$7,500,000,000 Debt Issuance Programme under which the Base Prospectus is incorporated into this Specified Securities Information, a rating of A+ has been assigned from Standard & Poor's Ratings Japan K.K., a rating of AA- has been assigned from Rating and Investment Information, Inc. and a rating of A1 has been provisionally assigned from Moody's Japan K.K., as of the date of this Specified Securities Information.

## FINAL TERMS

30 June 2015

**Mizuho Bank, Ltd.**

**Issue of CNY250,000,000 3.82 per cent. Notes due 2017 (the “Notes”)**

**under the U.S.\$7,500,000,000  
Debt Issuance Programme**

This document constitutes the Final Terms relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 30 September 2014 (the “Base Prospectus”). These Final Terms contain the final terms of the Notes and are supplemental to and must be read in conjunction with such Base Prospectus.

Save as disclosed herein or in the Base Prospectus, there has been no significant change in the financial or trading position of the Issuer, or the Issuer and its consolidated subsidiaries taken as a whole, since 31 March 2014 and there has been no material adverse change in the financial position or prospects of the Issuer, or the Issuer and its consolidated subsidiaries taken as a whole, since 31 March 2014.

<b>1</b>	Issuer:	Mizuho Bank, Ltd.
<b>2</b>	(i) Series Number:	C01
	(ii) Tranche Number:	1
<b>3</b>	Specified Currency or Currencies:	Renminbi (“CNY”)
<b>4</b>	Aggregate Nominal Amount:	
	(i) Series:	CNY250,000,000
	(ii) Tranche:	CNY250,000,000
<b>5</b>	Issue Price:	100 per cent. of the aggregate nominal amount
<b>6</b>	Specified Denominations:	CNY1,000,000
<b>7</b>	(i) Issue Date:	9 July 2015
	(ii) Interest Commencement Date:	9 July 2015
<b>8</b>	Maturity Date:	7 July 2017
<b>9</b>	Interest Basis:	Fixed Rate
<b>10</b>	Redemption/Payment Basis:	Redemption at par
<b>11</b>	Change of Interest Basis or Redemption/Payment Basis:	Not Applicable
<b>12</b>	Put/Call Options:	Not Applicable
<b>13</b>	(i) Status of the Notes:	Senior
	(ii) Status as Taxable Linked Notes:	The Notes are NOT Taxable Linked Notes as described in Article 6, Paragraph 4 of the Special Taxation Measures Act.
<b>14</b>	Listing and Trading:	The Notes will be listed and traded on the TOKYO

		PRO-BOND Market operated by Japan Exchange Group, Inc.
<b>15</b>	Method of distribution:	Non-syndicated
<b>Provisions Relating to Interest (if any) Payable</b>		
<b>16</b>	Fixed Rate Note Provisions	Applicable
	(i) Rate of Interest:	3.82 per cent. per annum payable semi-annually in arrear
	(ii) Interest Payment Date(s):	7 July and 7 January in each year (unadjusted) (see Paragraph 27 for the business day convention applicable to each Payment Day).
	(iii) Fixed Coupon Amount(s):	Not Applicable
	(iv) Broken Amount(s):	Not Applicable
	(v) Fixed Day Count Fraction:	Actual/365 (Fixed)
	(vi) Determination Date(s):	Not Applicable
	(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Currency fallback and other additional terms applicable. See the attached Annex to these Final Terms
<b>17</b>	<b>Floating Rate Note Provisions</b>	Not Applicable
<b>18</b>	<b>Zero Coupon Note Provisions</b>	Not Applicable
<b>19</b>	<b>Index Linked Interest Note Provisions</b>	Not Applicable
<b>20</b>	<b>Dual Currency Note Provisions</b>	Not Applicable
<b>Provisions Relating to Redemption</b>		
<b>21</b>	<b>Issuer Call</b>	Not Applicable
<b>22</b>	<b>Investor Put</b>	Not Applicable
<b>23</b>	Final Redemption Amount of each Note:	CNY1,000,000 per Note
<b>24</b>	Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6(e):	CNY1,000,000 per Note
<b>General Provisions Applicable to the Notes</b>		
<b>25</b>	Form of Notes:	Bearer Notes: Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Bearer Notes in the circumstances specified herein.
<b>26</b>	For Registered Notes, the name and specified office of the Registrar:	Not Applicable
<b>27</b>	Financial Centre(s) or other special	Notwithstanding the provisions in Condition 5(e)

	provisions relating to Payment Dates:	(Payment Day), Payment Day shall be adjusted in accordance with the Preceding Business Day Convention. For these purposes, the term "Payment Date" shall be as provided in the Annex.
28	Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):	No
29	Redenomination applicable:	Redenomination not applicable
30	Whether or not the Notes have been assigned ratings by Standard & Poor's Ratings Japan K.K., Moody's Japan K.K. or Rating and Investment Information, Inc. and if so, details of such rating:	Yes. The Notes are expected to be rated A1 by Moody's Japan K.K.  A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
31	Other terms or special conditions:	None
<b>Distribution</b>		
32	(i) if syndicated, names of Managers:	Not Applicable
	(ii) Stabilising Manager (if any):	Not Applicable
33	If non-syndicated, name of relevant Dealer:	Mizuho Securities Asia Limited
34	Additional selling restrictions:	The selling restriction for Japan set forth in the section entitled "SUBSCRIPTION AND SALE" in the Base Prospectus shall be deleted in its entirety and replaced with the following:  <b>Japan</b> (1) The Notes shall not be sold, transferred or otherwise disposed of to any person other than the Professional Investors, Etc. ( <i>Tokutei Toushika tou</i> ) (the "Professional Investors, Etc."), as defined in Article 2, Paragraph 3, Item 2(b)(2) of the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the "FIEA"), except for the transfer of the Notes to the following: (a) the Issuer or the Officer (meaning directors, company auditors, executive officers or persons equivalent thereto) thereof who holds shares or equity pertaining to voting rights exceeding 50% of all the voting rights in the Issuer which is calculated by excluding treasury shares or any non-voting rights shares (the "Voting Rights Held by All the Shareholders, Etc." ( <i>Sou Kabunushi Tou no Giketsuken</i> )) (as prescribed in Article 29-

4, Paragraph 2 of the FIEA) of the Issuer under his/her own name or another person's name (the "Specified Officer" (*Tokutei Yakuin*)), or a juridical person (excluding the Issuer) whose shares or equity pertaining to voting rights exceeding 50% of the Voting Rights Held by All the Shareholders, Etc., are held by the Specified Officer (the "Controlled Juridical Person, Etc." (*Hi-Shihai Houjin Tou*)) including a juridical person (excluding the Issuer) whose shares or equity pertaining to voting rights exceeding 50% of the Voting Rights Held by All the Shareholders, Etc. are jointly held by the Specified Officer and the Controlled Juridical Person, Etc. (as prescribed in Article 11-2, Paragraph 1, Item 2 (c) of the Cabinet Office Ordinance on Definitions under Article 2 of the Financial Instruments and Exchange Act (MOF Ordinance No. 14 of 1993, as amended)); or

- (b) a company that holds shares or equity pertaining to voting rights exceeding 50% of the Voting Rights Held by All the Shareholders, Etc. of the Issuer in its own name or another person's name.

(2) Matters Notified to the Noteholders and Other Offerees

When (i) a solicitation of an offer to acquire the Notes or (ii) an offer to sell or a solicitation of an offer to purchase the Notes (collectively, "Solicitation of the Note Trade") is made, the following matters shall be notified from the person who makes such Solicitation of the Note Trade to the person to whom such Solicitation of the Note Trade is made:

- (a) no securities registration statement (pursuant to Article 4, Paragraphs 1 through 3 of the FIEA) has been filed with respect to the Solicitation of the Note Trade;
- (b) the Notes fall, or will fall, under the Securities for Professional Investors (*Tokutei Toushika Muke Yukashoken*) (as defined in Article 4, Paragraph 3 of the FIEA);
- (c) any acquisition or purchase of the Notes by such person pursuant to any Solicitation of

the Note Trade is conditional upon such person entering into an agreement providing for the restriction on transfer of the Notes as set forth in (1) above, (i) with each of the Issuer and the person making such Solicitation of the Note Trade (in the case of a solicitation of an offer to acquire the Notes to be newly issued), or (ii) with the person making such Solicitation of the Note Trade (in the case of an offer to sell or a solicitation of an offer to purchase the Notes already issued);

- (d) Article 4, Paragraphs 3, 5 and 6 of the FIEA will be applicable to such certain solicitation, offers and other activities with respect to the Notes as provided in Article 4, Paragraph 2 of the FIEA;
- (e) the Specified Securities Information, Etc. (*Tokutei Shouken Tou Jouhou*) (as defined in Article 27-31 of the FIEA) with respect to the Notes and the Issuer Information, Etc. (*Hakkosha Tou Jouhou*) (as defined in Article 27-32 of the FIEA) with respect to the Issuer have been or will be made available for the Professional Investors, Etc. by way of such information being posted on the web-site maintained by the TOKYO PRO-BOND Market (<http://www.jpx.co.jp/english/equities/products/tpbm/announcement/index.html>) in accordance with Articles 210 and 217 of the Special Regulations of Securities Listing Regulations Concerning Specified Listed Securities of the Tokyo Stock Exchange; and
- (f) the Issuer Information, Etc. will be provided to the Noteholders or made public pursuant to Article 27-32 of the FIEA.

**Operational Information**

35	ISIN Code:	XS1255913029
36	Common Code:	125591302
37	Any clearing system(s) approved by the Issuer, the Trustee, the Dealers and the Agent other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	Not Applicable



- |    |                                      |                          |
|----|--------------------------------------|--------------------------|
| 38 | Delivery:                            | Delivery against payment |
| 39 | Additional Paying Agent(s) (if any): | Not Applicable           |

**Responsibility**

The Issuer accepts responsibility for the information contained in these Final Terms which, when read together with the Base Prospectus referred to above, contain all information that is material in the context of the issue of the Notes.

Signed on behalf of the Issuer:

By  .....

*Duly authorised*

## **Annex to the Final Terms**

The Terms and Conditions shall be further modified as set forth below for the purposes of the Notes that are subject to these Final Terms.

### **Condition 4 (Interest):**

“Business Day” means a day on which (x) commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Beijing, Hong Kong, London, Luxembourg, New York and Tokyo, and (y) on which commercial banks in Hong Kong are open for business and settlement of CNY payments (or in New York for settlement of U.S. dollars payments in case of Condition 5(g)(ii)).

For the purposes applying these amendments to these Conditions:

“CNY” or “Renminbi” means the lawful currency of the PRC.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“PRC” or “Mainland China” means the People’s Republic of China which for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People’s Republic of China and Taiwan.

### **Condition 5 (Payments):**

The payments provisions of Condition 5 shall apply to the Notes subject to the following modifications:

Subject as provided below upon a CNY Disruption Event, Conditions 5(a) and 5(b) shall be amended to the effect that payments of principal and interest in respect of Notes shall be made against presentation and surrender (or endorsement) of the relevant Notes or Coupons, as the case may be, at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions (including the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, Wake Island, American Samoa and the Northern Mariana Islands) and other areas subject to its jurisdiction)) by transfer to an account specified by the payee in the Specified Currency with a bank in Hong Kong.

Condition 5(e) shall be amended as follows:

#### ***Condition 5(e) Payment Day***

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall be entitled to payment on the preceding Payment Day in the relevant place (with no adjustment of the amount to be paid). For these purposes, “Payment Day” means any day which (subject to Condition 8) is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the relevant place of presentation; and
- (ii) a Business Day.

### **Condition 5 (Payments), addition of a fallback provision:**

The following shall apply in respect of the Notes:

***Condition 5(g) Payment Pursuant to a CNY Disruption Event***

In the event that a CNY Disruption Event (as defined below) occurs on or prior to any date for payment of principal or interest in respect of Notes (being the date for payment after application of the Business Day Convention), in the Specified Currency with a bank in Hong Kong, and such CNY Disruption Event is continuing on such date for payment; and

- (i) the payment shall be postponed to two Payment Days (as defined in this Annex) after the date on which the CNY Disruption Event ceases to exist, and in which case payment shall be made in CNY, or
- (ii) if that CNY Disruption Event continues to exist for 14 consecutive calendar days from, and including, the date which, in the absence of the CNY Disruption Event, would have been the date for payment, the payment shall be made on the Payment Day immediately following the lapse of such 14 calendar day period (the “CNY Disruption Payment Date”) in U.S. dollars at the U.S. Dollar Equivalent of such Renminbi denominated amount.

For the purposes of this Condition 5(g)(ii):

- (A) payments of the U.S. Dollar Equivalent of the relevant principal or interest in respect of the Notes shall be made by credit or transfer to an account in U.S. dollars maintained by the payee; and
- (B) the Agent will notify the Issuer of the calculation of the U.S. Dollar Equivalent as soon as reasonably practicable following the calculation thereof by the Agent.

For the purposes of this Condition 5(g)(ii):

“CNY Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

“CNY Disruption Event” means any of CNY Illiquidity, CNY Inconvertibility or CNY Non-Transferability, the occurrence of which shall be determined by the Issuer in good faith and in a commercially reasonable manner;

“CNY Illiquidity” means the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and/or principal in respect of the Notes, as determined by the Issuer following consultation with two CNY Dealers;

“CNY Inconvertibility” means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

“CNY Non-transferability” means the occurrence of any event that makes it impossible for the Issuer to deliver Renminbi (A) between accounts inside Hong Kong, (B) from an account inside Hong Kong to an account outside Hong Kong and outside Mainland China, or (C) from an account outside Hong Kong and outside Mainland China to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation). For the purpose of CNY Non-

Transferability, a segregated Chinese Renminbi fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong;

“Governmental Authority” means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the People's Republic of China and Hong Kong;

“Rate Calculation Business Day” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong and New York;

“Rate Calculation Date” means the day which is two Rate Calculation Business Days before the CNY Disruption Payment Date;

“Spot Rate” means the Renminbi/U.S. dollar official fixing rate for a Rate Calculation Date, expressed as the amount of Renminbi per one U.S. dollar, reported by the Hong Kong Treasury Markets Association which appears on Reuters Screen page CNHFIX01 at approximately 11:15 a.m., Hong Kong time, or if no such rate is available or such rate is manifestly incorrect, on a deliverable basis by reference to Reuters Screen page TRADCNY3, failing which, on a non-deliverable basis by reference to Reuters Screen page TRADNDF. If none of the rates is available, the Agent in good faith and in a commercially reasonable manner will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the date of determination in consultation with a CNY Dealer. Reference to a page on the “Reuters Screen” means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate; and

“U.S. Dollar Equivalent” means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Rate Calculation Date.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(g) by the Issuer and/or the Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the other Agents and all Noteholders.

# MIZUHO

## Mizuho Bank, Ltd.

*(Kabushiki Kaisha Mizuho Ginko) (incorporated in Japan with limited liability)*

**U.S.\$7,500,000,000**

## Debt Issuance Programme

Under the Debt Issuance Programme described in this Base Prospectus (the "Programme"), Mizuho Bank, Ltd. ("MHBK" or the "Issuer"), subject to compliance with all relevant laws, regulation and directives, may from time to time issue notes (the "Notes") denominated in any currency agreed by the Issuer and the relevant Dealer(s) (as defined herein). Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions herein. The Notes will constitute direct, unsecured, unconditional and unsubordinated obligations of the Issuer. The Notes will have a specified maturity date of one year or more.

Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be listed on the Luxembourg Stock Exchange and for such Notes to be admitted to trading on the Euro MTF Market (the "Market"). References in this Base Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the Market. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined in "Terms and Conditions of the Notes") of Notes will be set forth in a set of final terms (the "Final Terms"). The Programme provides that Notes may be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s). Unlisted Notes may also be issued.

The Notes may be in bearer form ("Bearer Notes") and/or in registered form ("Registered Notes"). Bearer Notes will initially be represented by a temporary global Note which will be deposited on the issue date thereof with a common depositary on behalf of Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream, Luxembourg") (the "Common Depositary"), and/or any other agreed clearing system and which will be exchangeable for a permanent global Note upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations as described in "Form of the Notes". Registered Notes of any Tranche will be issued on the issue date thereof in definitive form and will be held outside any clearing system. Registered Notes may be exchanged for Bearer Notes and vice versa. See "Terms and Conditions of the Notes — Condition 1(b) — Transfer and Exchange".

The Programme has been rated A+ by Standard & Poor's Ratings Japan K.K., and A+ by Rating and Investment Information, Inc., and has been provisionally rated A1 by Moody's Japan K.K. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating assigned to the Programme and such will be specified in the applicable Final Terms. Investors should understand that a security rating is not a recommendation to buy, sell or hold securities, that it may be subject to suspension, reduction or withdrawal at any time by the assigning rating organisation and that any rating should be evaluated independently of any other rating.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplemental Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

This Base Prospectus is not a prospectus for the purposes of EU Directive 2003/71/EC.

See "Risk Factors" for a discussion of certain factors that should be considered in connection with an investment in the Notes.

### Arranger

### Mizuho International plc

### Programme Dealers

**Mizuho International plc**

**Mizuho Securities Asia Limited**

*The Issuer, having made all reasonable enquiries, confirms that this Base Prospectus contains all information with respect to itself and the Notes to be issued which is material in the context of the Programme, that the information contained in this Base Prospectus is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Base Prospectus are honestly held and that there are no other facts the omission of which would make any of such information or the expression of any such opinions or intentions misleading. The Issuer accepts responsibility accordingly, save that it accepts no responsibility with respect to the information set out under the heading "Subscription and Sale".*

*This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.*

*To the fullest extent permitted by law, none of the Dealers, the Arranger or the Trustee accept any responsibility for the contents of this Base Prospectus or for any other statement, made or purported to be made by the Arranger, the Trustee or a Dealer or on its behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger, the Trustee and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement.*

*No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, any of the Dealers or the Trustee.*

*Neither this Base Prospectus nor any other information supplied in connection with the Programme (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer, any of the Dealers or the Trustee that any recipient of this Base Prospectus or any other information supplied in connection with the Programme should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer, any of the Dealers or the Trustee to any person to subscribe for or to purchase any Notes. This Base Prospectus may only be used for the purposes for which it has been published.*

*The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, inter alia, the most recent consolidated financial statements of the Issuer when deciding whether or not to purchase any Notes.*

*The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Dealers and the Trustee do not represent that this Base Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Dealers or the Trustee which would permit a public offering of the Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In*

*particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area, the United Kingdom and Japan (see “Subscription and Sale”).*

*The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons (as defined in Regulation S under the Securities Act) (see “Subscription and Sale”).*

*The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948) (as amended) (the “Financial Instruments and Exchange Act”) and are subject to the Special Taxation Measures Act of Japan (Act No.26 of 1957) (as amended) (the “Special Taxation Measures Act”). The Notes may not be offered or sold in Japan or to, or for the benefit of, residents of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and governmental guidelines of Japan (See “Subscription and Sale”). Among other restrictions, the Notes may only be offered or sold, as part of the distribution at any time directly or indirectly, to, or for the benefit of, (i) a beneficial owner that is, for Japanese tax purposes, neither (a) an individual resident of Japan or a Japanese corporation, nor (b) an individual non-resident of Japan or a non-Japanese corporation that in either case is a person having a special relationship with the Issuer as described in Article 6, paragraph 4 of the Special Taxation Measures Act (a “specially-related person of the Issuer”) or (ii) a Japanese financial institution, designated in Article 3-2-2, Paragraph 29 of the Cabinet Order relating to the Special Taxation Measures Act (Cabinet Order No. 43 of 1957, as amended) that will hold Notes for its own proprietary account (a “Designated Financial Institution”). Interest payments on the Notes generally will be subject to Japanese withholding tax unless it is established that such Notes are held by or for the account of a beneficial owner that is (i) for Japanese tax purposes, neither (x) an individual resident of Japan or a Japanese corporation, nor (y) an individual non-resident of Japan or a non-Japanese corporation that in either case is a specially-related person of the Issuer or (ii) a Designated Financial Institution which complies with the requirement for tax exemption under Article 6, Paragraph 9 of the Special Taxation Measures Act or (with respect to interest to be paid on or after 1 January 2016) (iii) a public corporation, a financial institution or a financial instruments business operator, etc. described in Article 3-3, Paragraph 6 of the Special Taxation Measures Act which complies with the requirement for tax exemption under that paragraph (See “Taxation — Japan”).*

**By subscribing for the Notes, an investor will be deemed to have represented it is for Japanese tax purposes, (i) a beneficial owner that is, for Japanese tax purposes, neither (a) an individual resident of Japan or a Japanese corporation, nor (b) an individual non-resident of Japan or a non-Japanese corporation that in either case is a specially-related person of the Issuer or (ii) a Designated Financial Institution.**

**In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilising manager(s) (the “Stabilising Manager(s)”) (or any person acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.**

All references in this Base Prospectus to “Japanese Yen”, “yen” and “¥” refer to the currency of Japan and those to “U.S. Dollars”, “U.S.\$” and “\$” refer to the currency of the United States of America. In addition, references in this Base Prospectus to the “Group” shall mean Mizuho Financial Group, Inc. (“MHFG”) and its consolidated subsidiaries, taken as a whole.



## TABLE OF CONTENTS

	<b>Page</b>
COMPARABILITY OF FINANCIAL STATEMENTS .....	6
DOCUMENTS INCORPORATED BY REFERENCE .....	7
GENERAL DESCRIPTION OF THE PROGRAMME .....	8
SUMMARY OF THE PROGRAMME AND TERMS AND CONDITIONS OF THE NOTES .....	9
RISK FACTORS .....	14
FORM OF THE NOTES .....	25
TERMS AND CONDITIONS OF THE NOTES .....	28
USE OF PROCEEDS .....	55
MIZUHO BANK, LTD. ....	56
JAPANESE GOVERNMENT SUPERVISION AND REGULATION .....	68
TAXATION .....	71
SUBSCRIPTION AND SALE .....	80
FORM OF FINAL TERMS .....	83
GENERAL INFORMATION .....	91

## **COMPARABILITY OF FINANCIAL STATEMENTS**

As discussed in further detail in “Mizuho Bank, Ltd. – Introduction and History”, MHBK was formed as a result of the merger between Mizuho Corporate Bank, Ltd. (“MHCB”) and Mizuho Bank, Ltd. (“Former MHBK”) on 1 July 2013, with the surviving entity, MHCB, being renamed “Mizuho Bank, Ltd.” as of the same date. As a result, the financial statements and figures of Former MHBK and the financial statements and figures of MHBK are not directly comparable as these are different legal entities sharing the same name.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be incorporated in, and to form part of, this Base Prospectus:

- (a) an English translation of the Japanese language audited annual consolidated financial statements of the Issuer for the years ended 31 March 2013 and 2014;
- (b) an English translation of the Japanese language audited annual consolidated financial statements of Former MHBK for the year ended 31 March 2013;
- (c) an English translation of the Japanese language audited annual and unaudited semi-annual consolidated financial statements of the Issuer for the most recently completed financial period (as and when made available); and
- (d) all supplements to this Base Prospectus circulated by the Issuer from time to time in accordance with the undertakings given by it in the Programme Agreement defined in “Subscription and Sale”,

save that any statement contained herein or in a document that is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any such subsequent document which is incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuer will provide, without charge, to each person to whom a copy of this Base Prospectus has been delivered, upon the oral or written request of such person, a copy of any or all of the documents which are incorporated herein by reference. Written or oral requests for such documents should be directed to the Issuer at its office set out at the end of this Base Prospectus. In addition, such documents will be available free of charge from the principal office in Luxembourg of Mizuho Trust & Banking (Luxembourg) S.A. (the “Listing Agent”) and the website of the Luxembourg Stock Exchange at [www.bourse.lu](http://www.bourse.lu).

The Issuer will, in connection with the listing of the Notes on the Luxembourg Stock Exchange’s Euro MTF Market, so long as any Note remains outstanding and listed on such exchange, in the event of any material adverse change in the financial condition of the Issuer which is not reflected in this Base Prospectus, prepare a further supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes to be listed on the Luxembourg Stock Exchange’s Euro MTF Market. If the terms of the Programme are modified or amended in a manner which would make this Base Prospectus, as supplemented, inaccurate or misleading, a new Base Prospectus will be prepared.

## GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency. A summary of the Programme and the Terms and Conditions of the Notes appears below. Subject as set out herein, the applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer(s) prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes endorsed on, or incorporated by reference into, the Notes, as amended and/or supplemented by the applicable Final Terms with respect to a specific Tranche of Notes attached to, or endorsed on, such Notes, as more fully described under “Form of the Notes”.

This Base Prospectus and any supplement will only be valid for listing Notes on the Luxembourg Stock Exchange’s Euro MTF Market in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed U.S.\$7,500,000,000 or its equivalent in other currencies, subject to increase as provided herein. For the purpose of calculating the U.S. Dollar equivalent of the aggregate amount of Notes issued under the Programme from time to time:

- (a) the U.S. Dollar equivalent of Notes denominated in another Specified Currency shall be determined, at the discretion of the Issuer, either as of the date on which agreement is reached for the issue of the Notes, or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of the U.S. Dollar against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading international bank selected by the Issuer on the relevant day of calculation;
- (b) the U.S. Dollar equivalent of Dual Currency Notes and Index Linked Notes shall be calculated in the manner specified above by reference to the original nominal amount on issue of such Notes; and
- (c) the U.S. Dollar equivalent of Zero Coupon Notes and other Notes issued at a discount or premium shall be calculated in the manner specified above by reference to the nominal amount of the Notes of the relevant issue.

## SUMMARY OF THE PROGRAMME AND TERMS AND CONDITIONS OF THE NOTES

*The following summary does not purport to be complete and is taken from, and is qualified by the remainder of this Base Prospectus and in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” shall have the same meanings in this Summary.*

<b>Issuer</b>	Mizuho Bank, Ltd.
<b>Arranger</b>	Mizuho International plc
<b>Programme Dealers</b>	Mizuho International plc Mizuho Securities Asia Limited
	<p>The Notes will be issued on a continuing basis to any Programme Dealer or Issue Dealer (each as defined below) appointed under the Programme from time to time. The Issuer may from time to time terminate the appointment of a Programme Dealer under the Programme or appoint additional Dealers either in respect of a single Tranche or in respect of the whole Programme. References in this Base Prospectus to “Programme Dealers” are to Mizuho International plc and Mizuho Securities Asia Limited and to such additional persons as are appointed as Dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “Issue Dealer(s)” are to the person(s) appointed as a Dealer or Dealers for the purposes of a particular Tranche of Notes. The Programme Dealers and the Issue Dealers are herein together referred to as the “Dealers” and references to a “Dealer” are to a Programme Dealer or, as the case may be, an Issue Dealer. References to the “relevant Dealer(s)” are references to the Dealer or Dealers with whom the Issuer has agreed or proposed to agree upon the terms of an issue of Notes under the Programme.</p>
<b>Trustee</b>	BNY Mellon Corporate Trustee Services Limited
<b>Agent, Paying Agent, Registrar and Transfer Agent</b>	Mizuho Trust & Banking (Luxembourg) S.A.
<b>Size</b>	Up to U.S.\$7,500,000,000 (or its equivalent in other currencies calculated as described herein) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
<b>Distribution</b>	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
<b>Currencies</b>	Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).
<b>Maturities</b>	The Notes will have a minimum maturity of one year. Subject thereto, any maturity as may be agreed between the Issuer and

the relevant Dealer(s) and as indicated in the applicable Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

#### **Form of Notes**

The Notes will be issued in bearer form and/or in registered form. Each Tranche of Bearer Notes will initially be represented by a temporary global Note which will be deposited on the relevant Issue Date with a Common Depository for Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system. A temporary global Note will be exchangeable, upon request as described therein, for a permanent global Note or for definitive Bearer Notes (as indicated in the applicable Final Terms), in either case not earlier than the Exchange Date (as defined under “Form of the Notes”) upon certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations. A permanent global Note will be exchangeable for definitive Bearer Notes in the circumstances described under “Form of the Notes”. Any interest in a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and/or any other agreed clearing system, as applicable.

Each Tranche of Registered Notes will be issued on the Issue Date thereof in definitive form and will be held outside Euroclear, Clearstream, Luxembourg and/or any other clearing system. Unless otherwise specified in the applicable Final Terms, Registered Notes will be exchangeable in whole or in part in the nominal amount specified in the applicable Final Terms or any integral multiple thereof for the same aggregate nominal amount of Bearer Notes, in accordance with Condition 1(b)(iii) of the Terms and Conditions of the Notes.

#### **Fixed Rate Notes**

Interest on Fixed Rate Notes will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms) and on redemption and will be calculated on the basis of such Fixed Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.

#### **Floating Rate Notes**

Floating Rate Notes will bear interest determined separately for each Series as follows:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the issue date of the first Tranche of the

Notes of the relevant Series; or

- (ii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin.

Such interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Interest periods will be specified in the relevant Final Terms.

**Index Linked Notes**

Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicable Final Terms).

**Other provisions relating to Floating Rate Notes and Index Linked Interest Notes**

Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as selected prior to issue by the Issuer and the relevant Dealer(s), will be payable on the Interest Payment Dates specified in, or determined pursuant to, the applicable Final Terms and will be calculated on the basis of such Floating Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.

**Dual Currency Notes**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree (as indicated in the applicable Final Terms).

**Zero Coupon Notes**

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

**Other Notes**

The Issuer, the relevant Dealer(s) and the Trustee may agree on the issue of other forms of Notes having terms and conditions modified from those set out herein and described in the relevant Final Terms.

**Redemption**

Notes cannot be redeemed prior to their stated maturity except in the circumstances described below.

Notes may be redeemed at the option of the Issuer for taxation reasons.

If so specified in the applicable Final Terms, Notes may be redeemed at the option of the Issuer and/or the Noteholders, in each case upon giving not less than 15 nor more than 30 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as are indicated in the applicable Final Terms.

	Notes may become redeemable following an Event of Default.
<b>Denomination of Notes</b>	Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms, save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or Specified Currency.
<b>Taxation</b>	Interest payments on the Notes will generally be subject to Japanese withholding tax unless it is established that the Notes are held by or for the account of a beneficial owner that is (i) for Japanese tax purposes, neither (x) an individual resident of Japan or a Japanese corporation, nor (y) an individual non-resident of Japan or a non-Japanese corporation that in either case is a specially-related person of the Issuer or (ii) a Japanese designated financial institution as described in Article 6, Paragraph 9 of the Special Taxation Measures Act which complies with the requirement for tax exemption under that paragraph or (with respect to interest to be paid on or after 1 January 2016) (iii) a public corporation, a financial institution or a financial instruments business operator, etc. described in Article 3-3, Paragraph 6 of the Special Taxation Measures Act which complies with the requirement for tax exemption under that paragraph. See Condition 7 of the Terms and Conditions of the Notes.
<b>Negative Pledge</b>	The Terms and Conditions of the Notes will contain a negative pledge provision as described in Condition 3 of the Terms and Conditions of the Notes.
<b>Cross Default</b>	The Terms and Conditions of the Notes will contain a cross-default provision relating to indebtedness for money borrowed or guaranteed having an aggregate outstanding principal amount of at least U.S.\$10,000,000 (or its equivalent in any other currency or currencies) as further described in Condition 9 of the Terms and Conditions of the Notes.
<b>Status of the Notes</b>	The Notes will be direct, unsecured, unconditional and unsubordinated obligations of the Issuer ranking <i>pari passu</i> and without any preference among themselves and, subject to certain statutory exceptions and to Condition 3 of the Terms and Conditions of the Notes, equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer from time to time outstanding.
<b>Rating</b>	The Programme has been rated A+ by Standard & Poor's Ratings Japan K.K., and A+ by Rating and Investment Information, Inc., and has been provisionally rated A1 by Moody's Japan K.K. Tranches of Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes



is rated, such rating will not necessarily be the same as the rating assigned to the Programme and such will be specified in the applicable Final Terms. Investors should understand that a security rating is not a recommendation to buy, sell or hold securities, that it may be subject to suspension, reduction or withdrawal at any time by the assigning rating organisation and that any rating should be evaluated independently of any other.

**Listing**

Application has been made to list the Notes issued under the Programme on the Luxembourg Stock Exchange and for such Notes to be admitted to trading on the Euro MTF Market. The Notes of any Series may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s). Unlisted Notes may also be issued. The Final Terms relating to each issue will state whether or not the relevant Notes are to be listed.

**Listing Agent**

Mizuho Trust & Banking (Luxembourg) S.A.

**Governing Law**

The Notes and any non-contractual obligations arising out of or in connection with them will be governed by, and construed in accordance with, English law.

**Selling Restrictions**

There are selling restrictions in relation to the United States, the European Economic Area, the United Kingdom and Japan, and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes. See “Subscription and Sale”.

## RISK FACTORS

*MHBK's business, financial condition and operating results could be materially adversely affected by any of the factors discussed below. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein) and reach their own view prior to making any investment decision.*

### **Risks Related to MHBK's Business**

#### ***MHBK may incur significant credit-related and other costs in the future due to problem loans***

MHBK is the primary bank lender for a large number of its corporate customers, and the amount of its loans and other claims to each of its major customers is significant. In addition, while it has made efforts to diversify its credit exposure along industry lines, the proportion of credit exposure to customers in the construction and real estate, banks and other financial institutions, and wholesale and retail industries is relatively high. MHBK manages its credit portfolio by regularly monitoring the credit profile of each of its customers, the progress made on restructuring plans and credit exposure concentrations in particular industries or corporate groups, and it also utilises credit derivatives for hedging and credit risk mitigation purposes. In addition, MHBK regularly assesses the value of collateral and guarantees. However, depending on trends in the domestic and global economic environment, the business environment in particular industries and other factors, the amount of MHBK's problem loans and other claims could increase significantly, including as a result of the deterioration in the credit profile of customers for which it is the primary bank lender, other major customers or customers belonging to industries to which it has significant credit exposure, and the value of collateral and guarantees could decline. There can be no assurance that credit-related and other costs will not increase in the future as a result of the foregoing or otherwise.

#### ***MHBK's equity investment portfolio exposes it to market risks that could adversely affect its financial condition and results of operations***

MHBK holds substantial investments in marketable equity securities, mainly common stock of Japanese listed companies. In addition to the partial hedges that it applies as it deems necessary in recent years, it sold a portion of such investments, and it may make further sales in the future. However, significant declines in Japanese stock prices in the future would lead to unrealised losses, losses on impairment and losses from sales of equity securities which could have a material adverse effect on MHBK's financial condition and results of operations. In addition, net unrealised gains and losses on such investments, based on Japanese GAAP, are taken into account when calculating the amount of capital for purposes of the calculation of MHBK's capital adequacy ratios and, as a result, a decline in the value of such investments would negatively affect such ratios. Accordingly, MHBK's financial condition and results of operations could be materially and adversely affected.

#### ***Changes in interest rates could adversely affect MHBK's financial condition and results of operations***

MHBK holds a significant amount of bonds, consisting mostly of Japanese government bonds, and other instruments primarily for the purpose of investment. As a result of such holdings, an increase in interest rates, primarily yen interest rates, could lead to unrealised losses of bonds or losses from sales of bonds. In addition, due mainly to differences in maturities between financial assets and liabilities, changes in interest rates could have an adverse effect on its average interest rate spread. MHBK manages interest rate risk under its risk management policies, which provide for adjustments in the composition of MHBK's bond portfolio and the utilisation of derivatives and other hedging methods to reduce its exposure to interest rate risk. However, in the event of significant changes in interest rates, including as a result of a change in Japanese monetary policy, increased sovereign risk due to deterioration of public finances and market trends, MHBK's financial condition and results of operations could be materially and adversely affected.

***MHBK's financial condition and results of operations could be adversely affected by foreign exchange rate fluctuations***

A portion of MHBK's assets and liabilities is denominated in foreign currencies, mainly the U.S. dollar. The difference between the amount of assets and liabilities denominated in foreign currencies leads to foreign currency translation gains and losses in the event of fluctuations in foreign exchange rates. Although MHBK hedges a portion of its exposure to foreign exchange rate fluctuation risk, its financial condition and results of operations could be materially and adversely affected if future foreign exchange rate fluctuations significantly exceed its expectations.

***MHBK may incur further losses relating to decreases in the market liquidity of assets that it holds***

The market liquidity of the various marketable assets that MHBK holds may decrease significantly due to turmoil in financial markets and other factors, and the value of such assets could decline as a result. If factors such as turmoil in global financial markets or the deterioration of economic or financial conditions cause the market liquidity of MHBK's assets to decrease significantly, its financial condition and results of operations could be materially and adversely affected.

***MHBK's pension-related costs could increase as a result of revised assumptions or changes in its pension plans***

MHBK's pension-related costs and projected benefit obligations are calculated based on assumptions regarding projected returns on pension plan assets and various actuarial assumptions relating to the plans. If actual results differ from its assumptions or it revises its assumptions in the future, due to changes in the stock markets, interest rate environment or otherwise, its pension-related costs and projected benefit obligations could increase. In addition, any future changes to MHBK's pension plans could also lead to increases in its pension-related costs and projected benefit obligations. As a result, its financial condition and results of operations could be materially and adversely affected.

***A decline in deferred tax assets due to a change in MHBK's estimation of future taxable income or change in Japanese tax policy could adversely affect its financial condition and results of operations***

MHBK recorded deferred tax assets based on a reasonable estimation of future taxable income in accordance with applicable accounting standards. Its financial condition and results of operations could be materially and adversely affected if its deferred tax assets decline due to a change in its estimation of future taxable income, a change in tax rate as a result of tax system revision and other factors.

***Financial transactions entered into for hedging and other similar purposes could adversely affect MHBK's financial condition and results of operations***

The accounting and valuation methods applied to credit and equity derivatives and other financial transactions that MHBK enters into for hedging and credit risk mitigation purposes are not always consistent with the accounting and valuation methods applied to the assets that are being hedged. Consequently, in some cases, due to changes in the market or otherwise, losses related to such financial transactions during a given period may adversely affect net income, while the corresponding increases in the value of the hedged assets do not have an effect on net income for such period. As a result, its financial condition and results of operations could be materially and adversely affected during the period.

***Failure to maintain capital adequacy ratios above minimum required levels, as a result of the materialisation of risks or regulatory changes, could result in restrictions on MHBK's business activities***

MHBK endeavours to maintain sufficient levels of capital adequacy ratios, which are calculated pursuant to standards set forth by Japan's Financial Services Agency and based on Japanese GAAP, taking into account its plans for investments in risk-weighted assets, the efficiency of its capital structure and other factors. However, MHBK's capital adequacy ratios could decline in the future, including as a result of the materialization of any of the risks enumerated in these "Risk Factors" and changes to the methods it uses to calculate capital adequacy ratios. Also, there are regulatory adjustments such as goodwill and other

intangibles, deferred tax assets, investments in the capital of banking, financial and insurance entities etc., that are deducted from its regulatory capital under certain conditions. MHBK's regulatory capital and capital adequacy ratios could decline due to such regulations.

In addition, if the framework set by the Basel Committee on Banking Supervision, upon which the Financial Services Agency's rules concerning banks' capital adequacy ratios are based, is changed or if the Financial Services Agency otherwise changes its banking regulations, MHBK might not be able to meet the minimum regulatory requirements for capital adequacy ratios. For example, in December 2010, the Basel Committee on Banking Supervision issued its Basel III rules text, which presents the details of global regulatory standards on bank capital adequacy and liquidity. In March 2012, the Financial Services Agency published revisions to its capital adequacy guidelines which generally reflect rules in the Basel III text and became effective as of 31 March 2013. Furthermore, the Financial Stability Board (the "FSB") named the Group as one of 29 global systemically important banks ("G-SIBs") in November 2013. The group of G-SIBs will be updated annually and published by the FSB each November. If the Group is deemed a G-SIB in or after November 2014, the Group may be subject to additional capital requirements.

If the capital adequacy ratios of MHBK fall below specified levels, the Financial Services Agency could require MHBK to take corrective actions, including, depending on the level of deficiency, submission of an improvement plan that would strengthen its capital base, a reduction of its total assets or a suspension of a portion of its business operations. In addition, MHBK is subject to capital adequacy regulations in foreign jurisdictions such as the United States, and its business could be adversely affected if its capital adequacy ratios fall below specified levels.

***Downgrades in MHBK's credit ratings could have negative effects on its funding costs and business operations***

Credit ratings are assigned to MHBK by major domestic and international credit rating agencies. The credit ratings are based on information furnished by MHBK or obtained by the credit rating agencies from independent sources and are also influenced by credit ratings of Japanese government bonds and general views regarding the Japanese financial system as a whole. The credit ratings are subject to revision, suspension or withdrawal by the credit rating agencies at any time. A downgrade in MHBK's credit ratings could result in, among other things, the following:

- increased funding costs and other difficulties in raising funds;
- the need to provide additional collateral in connection with financial market transactions; and
- the termination or cancellation of existing agreements.

For example, the additional collateral requirement in connection with the Group's derivative contracts, absent other changes, assuming a downgrade occurred on 31 March 2014, would have been approximately \$23 million for a one-notch downgrade and approximately \$154 million for a two-notch downgrade. The foregoing figures do not take into account the minority of derivative contracts for which additional collateral requirements are not specifically prescribed and are thus subject to individual negotiations.

As a result, MHBK's business, financial condition and results of operations could be materially and adversely affected.

***MHBK's business will be adversely affected if it encounters difficulties in raising funds***

MHBK relies principally on deposits and bonds as its funding sources. In addition, it also raises funds in the financial markets. MHBK's efforts to maintain stable funding, such as setting maximum limits on financial market funding and monitoring its liquidity position to apply appropriate funding policies, may not be sufficient to prevent significant increases in its funding costs or cash flow problems if it encounters

difficulties in attracting deposits or otherwise raising funds. Such difficulties could result, among other things, from any of the following:

- adverse developments with respect to MHBK's financial condition and results of operations;
- downgrading of MHBK's credit ratings or damage to its reputation; or
- a reduction in the size and liquidity of the debt markets due for example to the decline in the domestic and global economy, concerns regarding the financial system or turmoil in financial markets and other factors.

***The Group's Medium-term Business Plan and other strategic initiatives and measures may not result in the anticipated outcome***

MHBK has been implementing strategic initiatives and measures in various areas. In February 2013, MHFG announced its new Medium-term Business Plan for the three fiscal years ending 31 March 2016, in which it set forth various strategic initiatives and measures and also established a number of key target figures that it aims to achieve by the end of the fiscal year ending 31 March 2016.

However, the Group may not be successful in implementing such initiatives and measures, or even if it is successful in implementing them, the implementation of such initiatives and measures may not have their anticipated effects. In addition, MHBK may not be able to meet the key target figures announced in the Medium-term Business Plan due to these or other factors, including, but not limited to, differences in the actual economic environment compared to its assumptions underlying the Medium-term Business Plan, as well as the risks enumerated in these "Risk Factors."

***MHBK will be exposed to new or increased risks as it expands the range of its products and services***

MHBK offers a broad range of financial services, including banking and other services. As the needs of its customers become more sophisticated and broader in scope, and as the Japanese financial industry continues to be deregulated, MHBK has been entering into various new areas of business, including through various business and equity alliances, which expose it to new risks. While MHBK has developed and intends to maintain risk management policies that it believes are appropriate to address such risks, if a risk materialises in a manner or to a degree outside of its expectations, its business, financial condition and results of operations could be materially and adversely affected.

***MHBK is subject to various laws and regulations, and violations could result in penalties and other regulatory actions***

MHBK's business and employees in Japan are subject to various laws and regulations, including those applicable to financial institutions as well as general laws applicable to its business activities, and it is under the regulatory oversight of the Financial Services Agency. MHBK's businesses outside of Japan are also subject to the laws and regulations of the jurisdictions in which they operate and are subject to oversight by the regulatory authorities of those jurisdictions.

MHBK's compliance and legal risk management structures are designed to prevent violations of such laws and regulations, but they may not be effective in preventing all future violations. On 27 September 2013, MHBK received a business improvement order from the Financial Service Agency identifying serious problems in the Group's posture toward administrative control, internal control and legal/regulatory compliance relating to transactions with anti-social elements with respect to certain domestic captive loan transactions with a consumer credit company. Furthermore, on 26 December 2013, based on the results of reports by MHFG and MHBK in the course of related inspections by the Financial Service Agency, both MHFG and MHBK received business improvement orders from the Financial Service Agency, including an order for MHBK to suspend new credit-offering transactions of the captive loan operations in question. The

Group has taken this incident very seriously, and both MHFG and MHBK have been implementing measures to strengthen efforts to eliminate any connections with anti-social elements and further enhance the Group's group governance in accordance with the business improvement plans submitted by MHFG and MHBK to the Financial Service Agency on 17 January 2014. Future violations of laws and regulations could result in regulatory action and harm its reputation, and its business, financial condition and results of operations could be materially and adversely affected.

***Employee errors and misconduct could subject MHBK to losses and reputational harm***

Because MHBK processes a large number of transactions in a broad range of businesses, it is subject to the risk of various operational errors and misconduct, including those caused by employees. MHBK's measures to reduce employee errors, including establishment of operational procedures, regular reviews regarding compliance with these procedures, employee training and automation of its operations, may not be effective in preventing all employee errors and misconduct. Significant operational errors and misconduct in the future could result in losses, regulatory actions or harm to its reputation. As a result, its business, financial condition and results of operations could be materially and adversely affected.

***Problems relating to MHBK's information technology systems could significantly disrupt its business operations***

MHBK depends significantly on information technology systems with respect to almost all aspects of its business operations. MHBK's information technology systems network, including those relating to bank accounting and cash settlement systems, interconnects its branches and other offices, its customers and various clearing and settlement systems located worldwide. MHBK's efforts to sustain stable daily operations and development of contingency plans for unexpected events, including the implementation of backup and redundancy measures, may not be effective in preventing significant disruptions to its information technology systems caused by, among other things, human error, accidents, hacking, computer viruses, cyber-attacks, and development and renewal of computer systems. In the event of any such disruption, MHBK's business, financial condition and results of operations could be materially and adversely affected due to disruptions in its business operations, liability to customers and others, regulatory actions or harm to its reputation.

***MHBK's reputation could be harmed and it may be subject to liabilities and regulatory actions if it is unable to protect personal and other confidential information***

MHBK handles various confidential or non-public information, including those of its individual and corporate customers, in the ordinary course of its business. The information management policies it maintains and enforces to prevent information leaks and improper access to such information, including those designed to meet the strict requirements of the Act on the Protection of Personal Information, may not be effective in preventing all such problems. Leakage of important information in the future could result in liabilities and regulatory actions and may also lead to significant harm to its reputation. As a result, its business, financial condition and results of operations could be materially and adversely affected.

***MHBK's business would be harmed if it is unable to attract and retain skilled employees***

Many of MHBK's employees possess skills and expertise that are important to maintain its competitiveness and to operate its business efficiently. MHBK may not be successful in attracting and retaining sufficient skilled employees through its hiring efforts and training programmes aimed to maintain and enhance the skills and expertise of its employees, in which event its competitiveness and efficiency could be significantly impaired. As a result, its business, financial condition and results of operations could be materially and adversely affected.

***MHFG's failure to establish, maintain and apply adequate internal controls over financial reporting could negatively impact investor confidence in the reliability of MHBK's financial statements.***

As a New York Stock Exchange-listed company and an SEC registrant, MHFG has developed disclosure controls and procedures and internal control over financial reporting pursuant to the requirements of the

Sarbanes-Oxley Act of 2002 and rules and regulations of the SEC promulgated pursuant thereto. MHFG's management reports on, and its independent registered public accounting firm attests to, the effectiveness of its internal controls over financial reporting, as required, in its annual report on Form 20-F. In addition, MHFG's management is required to report on its internal control over financial reporting, and its independent registered public accounting firm is required to provide its opinion concerning the report of management of MHFG, in accordance with the Financial Instruments and Exchange Act of Japan. To the extent any issues are identified through the foregoing processes, there can be no assurance that MHFG will be able to address them in a timely manner or at all. Furthermore, even if MHFG's management concludes that its internal control over financial reporting are effective, its independent registered public accounting firm may still be unable to issue a report that concludes that its internal control over financial reporting are effective. In either case, MHBK may lose investor confidence in the reliability of its financial statements.

***MHBK is subject to risk of litigation and other legal proceedings***

As a financial institution engaging in banking and other financial businesses in and outside of Japan, MHBK is subject to the risk of litigation for damages and other legal proceedings in the ordinary course of its business. Adverse developments related to future legal proceedings could have a material adverse effect on its financial condition and results of operations.

***MHBK's risk management policies and procedures may not adequately address unidentified or unanticipated risks***

MHBK devotes significant resources to strengthening its risk management policies and procedures. Despite this, and particularly in light of the rapid evolution of MHBK's operations, its policies and procedures designed to identify, monitor and manage risks may not be fully effective. Some of MHBK's methods of managing risks are based upon its use of observed historical market behaviour. As a result, these methods may not accurately predict future risk exposures, which could be significantly greater than the historical measures indicate. If MHBK's risk management policies and procedures do not function effectively, its financial condition and results of operations could be materially and adversely affected.

***Transactions with counterparties in Iran and other countries designated by the U.S. Department of State as state sponsors of terrorism may lead some potential customers and investors to avoid doing business with MHBK or investing in its securities or have other adverse effects***

U.S. law generally prohibits U.S. persons from doing business with countries designated by the U.S. Department of State as state sponsors of terrorism (the "Designated Countries"), which includes Iran, Cuba, Sudan and Syria, and MHBK maintains policies and procedures to comply with U.S. law. MHBK's non-U.S. offices engage in transactions relating to the Designated Countries on a limited basis and in compliance with applicable laws and regulations, including trade financing with respect to its customers' export or import transactions and maintenance of correspondent banking accounts. In addition, MHBK maintains a representative office in Iran. MHBK does not believe its operations relating to the Designated Countries are material to its business, financial condition or results of operations. It maintains policies and procedures to ensure compliance with applicable Japanese and U.S. laws and regulations.

MHBK is aware of government initiatives to strengthen laws and regulations, such as the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 and the National Defense Authorization Act for Fiscal Year 2012 and Fiscal Year 2013, applicable to entities with dealings in the Designated Countries. While MHBK maintains policies and procedures to ensure compliance with such initiatives, including Japanese laws and regulations, should the U.S. government regard its measures as inadequate, it may be subject to regulatory action which could materially and adversely affect its business. In addition, MHBK may become unable to retain or acquire customers or investors in its securities, or its reputation may suffer, potentially having adverse effects on its business or the price of its securities.

***MHBK may be adversely affected if economic or market conditions in Japan or elsewhere deteriorate***

MHBK conducts business operations in Japan as well as overseas, including in the United States, Europe and Asia. If general economic conditions in Japan or other regions were to deteriorate or if the financial markets become subject to turmoil, it could experience weakness in its business, as well as deterioration in the quality of its assets. Future deterioration in general economic conditions or financial market turmoil could materially and adversely affect its financial condition and results of operations.

***Amendments and other changes to the laws and regulations that are applicable to MHBK could have an adverse effect on its operations***

MHBK is subject to general laws, regulations and accounting rules applicable to its business activities in and outside of Japan. It is also subject to various laws and regulations applicable to financial institutions such as the Banking Act, including capital adequacy requirements, in and outside of Japan. If the laws and regulations that are applicable to MHBK are amended or otherwise changed, such as in a way that restricts it from engaging in business activities that it currently conducts, its business, financial condition and results of operations could be materially and adversely affected.

***Intensification of competition in the market for financial services in Japan could have an adverse effect on MHBK***

Ongoing deregulation in Japan has lowered the barriers to entry with respect to the provision of banking, trust, securities and other financial services. While such deregulation has the effect of increasing MHBK's own business opportunities, it also allows other major financial groups, foreign financial institutions, non-bank finance companies, government-affiliated entities such as Japan Post Bank and other financial services providers to enter into new business areas or expand existing businesses, resulting in the intensification of competition in the financial services industry. If MHBK is unable to respond effectively to current or future competition, its business, financial condition and results of operations could be adversely affected. In addition, intensifying competition and other factors could lead to reorganisation within the financial services industry, and this could have an adverse effect on MHBK's competitive position or otherwise adversely affect the price of its securities.

***MHBK's business could be significantly disrupted due to natural disasters, accidents or other causes***

MHBK's headquarters, branch offices, information technology centres, computer network connections and other facilities are subject to the risk of damage from natural disasters such as earthquakes and typhoons as well as from acts of terrorism and other criminal acts. In addition, its business could be materially disrupted as a result of an epidemic such as new or re-emerging influenza infections. MHBK's business, financial condition and results of operations could be adversely affected if its recovery efforts, including the implementation of contingency plans that it has developed such as establishing back-up offices, are not effective in preventing significant disruptions to its business operations caused by natural disasters and criminal acts. Additionally, massive natural disasters such as the March 2011 Great East Japan Earthquake may have various adverse effects, including a deterioration in economic conditions, declines in the business performance of many of MHBK's corporate customers and declines in stock prices. As a result, MHBK's financial condition and results of operations could be materially and adversely affected due to an increase in the amount of problem loans and credit-related costs as well as an increase in unrealised losses on, or losses from sales of, equity securities and financial products.

***Negative rumours about MHBK could have an adverse effect on its business***

MHBK's business depends on maintaining the trust of depositors and other customers and market participants. Negative rumours about MHBK, spread through media coverage, communications between market participants, internet postings or otherwise, could lead to MHBK's customers and market participants believing factually incorrect information about MHBK and harm its reputation. In the event MHBK is unable



to dispel such rumours or otherwise restore its reputation, its business, financial condition, results of operations and the price of its securities could be materially and adversely affected.

#### **Risks related to the structure of a particular issue of Notes**

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

##### ***Notes subject to optional redemption by the Issuer***

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

##### ***Index Linked Notes and Dual Currency Notes***

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a “Relevant Factor”). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

##### ***Fixed/Floating Rate Notes***

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any

time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

***Notes issued at a substantial discount or premium***

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

**Risks related to Notes generally**

Set out below is a brief description of certain risks relating to the Notes generally:

***The Notes are unsecured obligations***

The Notes are unsecured obligations of the Issuer and as a consequence their repayment may be compromised if the Issuer enters into bankruptcy, liquidation, rehabilitation or other winding-up proceedings, there is a default in payment under the Issuer's indebtedness or there is otherwise an acceleration of any of the Issuer's indebtedness. If any of these events occurs, the Issuer's assets may not be sufficient to pay amounts due on any of the Notes.

***The Notes are not protected by restrictive covenants***

The Notes do not contain restrictive financial, operating or other covenants or restrictions, including those on change of control, payment of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by the Issuer. As a result, the Noteholders will have no influence on the taking of any such corporate action by the Issuer.

***Certain currencies are not freely convertible, are subject to restrictions on transfer and/or may be subject to other limitations***

Notes may be issued in one or more currencies that are not freely convertible into other currencies, or are subject to restrictions on remittance and transfer. Notes may also be issued in one or more currencies that are limited in their availability, which in turn may affect the liquidity of Notes denominated in such currencies and the Issuer's ability to source such currencies to service the Notes.

***EU Directive on the taxation of savings income***

EC Council Directive 2003/48/EC on the taxation of savings income (the "Savings Directive") requires EU Member States to provide to the tax authorities of other EU Member States details of payments of interest and other similar income paid by a person established within its jurisdiction to (or for the benefit of) an individual resident, or certain other types of entity established, in that other EU Member State, except that Austria and Luxembourg will instead impose a withholding system for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld) unless during such period they elect otherwise. The Luxembourg government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information with effect from 1 January 2015.

The Council of the European Union has adopted a Directive (the "Amending Directive") which will, when implemented, amend and broaden the scope of the requirements of the Savings Directive described above. The Amending Directive will expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities, and the circumstances in which payments must be reported or paid subject to withholding. For example, payments made to (or for the benefit of) (i) an entity or legal arrangement effectively managed in an EU Member State that is not subject to effective taxation, or (ii) a person, entity or legal arrangement established or effectively managed outside of the EU (and outside any

third country or territory that has adopted similar measures to the Savings Directive) which indirectly benefit an individual resident in an EU Member State, may fall within the scope of the Savings Directive, as amended. The Amending Directive requires EU Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

Investors who are in any doubt as to their position should consult their professional advisers.

#### ***Change of law***

The Terms and Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the relevant Notes.

#### ***Bearer Notes where denominations involve integral multiples***

In relation to any issue of Bearer Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that the Notes may be traded in amounts that are not integral multiples of such minimum Specified Denominations (as specified in the Final Terms). In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time will not receive a definitive Bearer Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

If definitive Bearer Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

#### ***Risks related to the market generally***

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

##### **The secondary market generally**

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

##### ***Exchange rate risks and exchange controls***

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

***Interest rate risks***

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

***Credit ratings may not reflect all risks***

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

***Legal investment considerations may restrict certain investments***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

***U.S. Foreign Account Tax Compliance Withholding***

The United States has passed legislation referred to as Foreign Account Tax Compliance Act (“FATCA”) which will impose new information reporting requirements and in some cases 30 per cent. withholding with respect to, among other things, payments made by certain entities (see “Taxation - U.S. Foreign Account Tax Compliance Withholding”). Whilst the Notes are in global form and held within Euroclear and Clearstream, Luxembourg (together, the “ICSDs”), in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the ICSDs. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The obligations of the Issuer under the Notes are discharged once it has paid the common depositary for the ICSDs (as bearer of the Notes) and the Issuer has therefore no responsibility for any amount thereafter transmitted through hands of the ICSDs and custodians or intermediaries.

## FORM OF THE NOTES

The Notes of each Tranche will be either Bearer Notes and/or Registered Notes.

Each Tranche of Bearer Notes will be initially represented by a temporary global Note (without interest coupons or talons) which will be delivered to the Common Depositary. Whilst any Bearer Note is represented by a temporary global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made against presentation of the temporary global Note only to the extent that certification to the effect that the beneficial owners of interests in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certificate (based on the certifications it has received) to the Agent.

On and after the date (the “Exchange Date”) which is 40 days after the date on which any temporary global Note is issued, interests in such temporary global Note will be exchangeable (free of charge to the Noteholder), in whole or in part, either for interests in a permanent global Note without, interest coupons or talons or, if so stated in the relevant Final Terms, for definitive Bearer Notes with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Final Terms) in either case against certification of beneficial ownership as described in the second sentence of the preceding paragraph and as required by U.S. Treasury regulations, unless such certification has already been given. Except in the limited circumstances therein described, the holder of a temporary global Note will not be entitled to collect any payment of interest or principal due on or after the Exchange Date. Pursuant to the Agency Agreement, the Agent shall arrange that, where a further Tranche of Notes is issued, the Notes of such Tranche shall be assigned a common code and ISIN by Euroclear and Clearstream, Luxembourg which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least the Exchange Date for the Notes of such Tranche as notified by the Agent to the relevant Dealer or, in the case of a syndicated issue, the lead manager.

Each Tranche of Notes may also be issued initially in registered form. Registered Notes will only be issued in definitive form.

Payments of principal and interest (if any) on a permanent global Note will be made through Euroclear and/or Clearstream, Luxembourg, as appropriate, against presentation or surrender (as the case may be) of the permanent global Note without any requirement for certification. A permanent global Note will be exchangeable (free of charge to the Noteholder), in whole, but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached (i) if either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business and no alternative clearing system is available or (ii) in the event of the occurrence of an Event of Default (as defined in the “Terms and Conditions of the Notes”) or (iii) if the Issuer would suffer a material disadvantage in respect of the Notes as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction referred to in Condition 7 which would not be suffered were the Notes in definitive form (unless a notice declaring a Note due and payable has been given pursuant to Condition 9). The Issuer will procure that such definitive Notes are made available within seven days of the occurrence of any such event. Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the relevant Dealer(s), the Agent and the Trustee.

The following legend will appear on all global Notes and definitive Bearer Notes which have an original maturity of more than 365 days and on all interest coupons (including talons) relating to such Notes:

“ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE”.

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of Notes or interest coupons.

The following legend will appear on all global Notes, definitive Notes and interest coupons:

“(with respect to interest to be paid on or before 31 December 2015)

INTEREST PAYMENTS ON THIS SECURITY WILL BE SUBJECT TO JAPANESE WITHHOLDING TAX UNLESS IT IS ESTABLISHED THAT THIS SECURITY IS HELD BY OR FOR THE ACCOUNT OF A BENEFICIAL OWNER THAT IS (I) FOR JAPANESE TAX PURPOSES, NEITHER (X) AN INDIVIDUAL RESIDENT OF JAPAN OR A JAPANESE CORPORATION, NOR (Y) AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IN EITHER CASE IS A PERSON HAVING A SPECIAL RELATIONSHIP WITH MIZUHO BANK, LTD. (“MHBK”) AS DESCRIBED IN ARTICLE 6, PARAGRAPH 4 OF THE SPECIAL TAXATION MEASURES ACT OF JAPAN (A “SPECIALLY-RELATED PERSON OF THE ISSUER”), OR (II) A JAPANESE DESIGNATED FINANCIAL INSTITUTION DESCRIBED IN ARTICLE 6, PARAGRAPH 9 OF THE SPECIAL TAXATION MEASURES ACT OF JAPAN WHICH COMPLIES WITH THE REQUIREMENT FOR TAX EXEMPTION UNDER THAT PARAGRAPH.

INTEREST PAYMENTS ON THIS SECURITY TO AN INDIVIDUAL RESIDENT OF JAPAN, TO A JAPANESE CORPORATION NOT DESCRIBED IN THE PRECEDING PARAGRAPH, OR TO AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IN EITHER CASE IS A SPECIALLY-RELATED PERSON OF THE ISSUER WILL BE SUBJECT TO DEDUCTION IN RESPECT OF JAPANESE INCOME TAX AT A RATE OF 15.315 PER CENT. OF THE AMOUNT SPECIFIED IN SUBPARAGRAPH (A) OR (B) BELOW, AS APPLICABLE:

- (A) IF INTEREST IS PAID TO AN INDIVIDUAL RESIDENT OF JAPAN, TO A JAPANESE CORPORATION, OR TO AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IN EITHER CASE IS A SPECIALLY-RELATED PERSON OF THE ISSUER (EXCEPT AS PROVIDED IN SUBPARAGRAPH (B) BELOW), THE AMOUNT OF SUCH INTEREST; OR
- (B) IF INTEREST IS PAID TO A PUBLIC CORPORATION, A FINANCIAL INSTITUTION OR A FINANCIAL INSTRUMENTS BUSINESS OPERATOR, ETC. THROUGH A JAPANESE PAYMENT HANDLING AGENT, AS PROVIDED IN ARTICLE 3-3, PARAGRAPH 6 OF THE SPECIAL TAXATION MEASURES ACT OF JAPAN IN COMPLIANCE WITH THE REQUIREMENT FOR TAX EXEMPTION UNDER THAT PARAGRAPH, THE AMOUNT OF SUCH INTEREST MINUS THE AMOUNT PROVIDED IN THE CABINET ORDER RELATING TO SAID PARAGRAPH 6.

HOWEVER, INTEREST ON SECURITIES OF WHICH THE AMOUNT OF INTEREST IS TO BE CALCULATED BY REFERENCE TO CERTAIN INDEXES (AS PRESCRIBED UNDER THE CABINET ORDER RELATING TO ARTICLE 6, PARAGRAPH 4 OF THE SPECIAL TAXATION MEASURES ACT OF JAPAN) RELATING TO MHBK OR A SPECIALLY-RELATED PERSON OF THE ISSUER WILL BE SUBJECT TO THE 15.315 PER CENT. WITHHOLDING TAX EVEN IF

PAID TO AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IS NOT A SPECIALLY-RELATED PERSON OF THE ISSUER.

(with respect to interest to be paid on or after 1 January 2016)

INTEREST PAYMENTS ON THIS SECURITY WILL BE SUBJECT TO JAPANESE WITHHOLDING TAX UNLESS IT IS ESTABLISHED THAT THIS SECURITY IS HELD BY OR FOR THE ACCOUNT OF A BENEFICIAL OWNER THAT IS (I) FOR JAPANESE TAX PURPOSES, NEITHER (X) AN INDIVIDUAL RESIDENT OF JAPAN OR A JAPANESE CORPORATION, NOR (Y) AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IN EITHER CASE IS A PERSON HAVING A SPECIAL RELATIONSHIP WITH MIZUHO BANK, LTD. ("MHBK") AS DESCRIBED IN ARTICLE 6, PARAGRAPH 4 OF THE SPECIAL TAXATION MEASURES ACT OF JAPAN (A "SPECIALLY-RELATED PERSON OF THE ISSUER"), (II) A JAPANESE DESIGNATED FINANCIAL INSTITUTION DESCRIBED IN ARTICLE 6, PARAGRAPH 9 OF THE SPECIAL TAXATION MEASURES ACT OF JAPAN WHICH COMPLIES WITH THE REQUIREMENT FOR TAX EXEMPTION UNDER THAT PARAGRAPH, OR (III) A PUBLIC CORPORATION, A FINANCIAL INSTITUTION OR A FINANCIAL INSTRUMENTS BUSINESS OPERATOR, ETC. DESCRIBED IN ARTICLE 3-3, PARAGRAPH 6 OF THE SPECIAL TAXATION MEASURES ACT OF JAPAN WHICH COMPLIES WITH THE REQUIREMENT FOR TAX EXEMPTION UNDER THAT PARAGRAPH.

INTEREST PAYMENTS ON THIS SECURITY TO AN INDIVIDUAL RESIDENT OF JAPAN, TO A JAPANESE CORPORATION (EXCEPT AS DESCRIBED IN THE PRECEDING PARAGRAPH), OR TO AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IN EITHER CASE IS A SPECIALLY-RELATED PERSON OF THE ISSUER WILL BE SUBJECT TO DEDUCTION IN RESPECT OF JAPANESE INCOME TAX AT A RATE OF CURRENTLY 15.315 PER CENT. OF THE AMOUNT OF SUCH INTEREST.

HOWEVER, INTEREST ON SECURITIES ISSUED BY MHBK OF WHICH THE AMOUNT OF INTEREST IS TO BE CALCULATED BY REFERENCE TO CERTAIN INDEXES (AS PRESCRIBED UNDER THE CABINET ORDER RELATING TO ARTICLE 6, PARAGRAPH 4 OF THE SPECIAL TAXATION MEASURES ACT OF JAPAN) RELATING TO MHBK OR A SPECIALLY-RELATED PERSON OF THE ISSUER WILL BE SUBJECT TO THE 15.315 PER CENT. WITHHOLDING TAX EVEN IF PAID TO AN INDIVIDUAL NON-RESIDENT OF JAPAN OR A NON-JAPANESE CORPORATION THAT IS NOT A SPECIALLY-RELATED PERSON OF THE ISSUER."

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each global Note and each definitive Note, in the latter case only if permitted by the relevant stock exchange (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue, but if not so permitted and agreed which will be attached to or endorsed upon each definitive Note. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, supplement, replace or modify the following Terms and Conditions for the purposes of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each temporary global Note, permanent global Note and definitive Note. Reference should be made to “Form of the Notes” above for a description of the content of Final Terms which will include the definitions of certain terms used in the following Terms and Conditions or specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by Mizuho Bank, Ltd. (the “Issuer”) constituted by a trust deed dated 30 September 2014 (as amended and/or supplemented and/or restated from time to time, the “Trust Deed”) made between the Issuer and BNY Mellon Corporate Trustee Services Limited as trustee (the “Trustee”, which expression shall include any successor trustee). References herein to the “Notes” shall be references to the Notes of this Series and shall mean (i) in relation to any Notes represented by a global Note, units of the lowest Specified Denomination in the Specified Currency, (ii) definitive Bearer Notes issued in exchange (or part exchange) for a global Note, (iii) Registered Notes and (iv) any global Note.

The Notes and the Coupons (as defined below) are issued subject to an agency agreement (as amended and/or supplemented and/or restated from time to time, the “Agency Agreement”) dated 30 September 2014 and made between the Issuer, the Trustee and Mizuho Trust & Banking (Luxembourg) S.A., as agent (the “Agent”, which expression shall include any successor agent), as paying agent (together with the Agent, the “Paying Agents”, which expression shall include any additional or successor paying agents), as registrar (the “Registrar”, which expression shall include any successor registrar) and as transfer agent (the “Transfer Agent”, which expression shall include any additional or successor transfer agent).

Interest bearing definitive Bearer Notes (unless otherwise indicated in the applicable Final Terms) have interest coupons (“Coupons”) and, if indicated in the applicable Final Terms, talons for further Coupons (“Talons”) attached on issue.

The Trustee acts for the benefit of the holders of the Notes (the “Noteholders”, which expression shall, in relation to any Notes represented by a global Note, be construed as provided below), the holders of the Coupons (the “Couponholders”) and the holders of the Talons (the “Talonholders”), all in accordance with the provisions of the Trust Deed.

The Final Terms for this Note (or the relevant provisions thereof) is attached hereto or endorsed hereon and supplements these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, supplement, replace or modify these Terms and Conditions for the purposes of this Note. References herein to the “applicable Final Terms” are to the Final Terms (or the relevant provisions thereof) attached hereto or endorsed hereon.

As used herein, “Tranche” means Notes (whether in global or definitive form or both) which are identical in all respects (including as to listing) and “Series” means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.



Copies of the Trust Deed, the Agency Agreement and the Final Terms applicable to this Note are available for inspection during normal business hours at the Trustee's office, and at the specified office of each of the Agent and the other Paying Agent and, where applicable, the Registrar save that, if this Note is an unlisted Note of any Series, the applicable Final Terms will only be available for inspection by a Noteholder holding one or more unlisted Notes of that Series and such Noteholder must produce evidence satisfactory to the Agent, the Trustee's agent, the relevant Paying Agent or the Registrar, as the case may be, as to identity. If and for so long as this Note is listed on the Luxembourg Stock Exchange's Euro MTF Market, copies of the applicable Final Terms will be obtainable from the listing agent in Luxembourg for the time being (the initial listing agent in Luxembourg being specified below). The Noteholders, the Couponholders and the Talonholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms, which are binding on them.

Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

## **1 Form, Denomination, Title, Transfer and Exchange**

### **(a) *Form, Denomination and Title***

The Notes are in bearer form ("Bearer Notes") and/or in registered form ("Registered Notes") in the Specified Currency and the Specified Denomination(s) and, in the case of definitive Notes, will be serially numbered.

Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note or a Dual Currency Note, or a combination of any of the foregoing, in each case depending upon the Interest/Payment Basis shown in the applicable Final Terms.

Bearer Notes in definitive form are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Coupons and Talons will pass by delivery. Title to Registered Notes will pass upon registration of transfers thereof in accordance with the Trust Deed and the Agency Agreement. Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Trustee, the Replacement Agent (as defined in the Agency Agreement), any Paying Agent, the Registrar and any Transfer Agent may deem and treat the bearer of any Bearer Note, Coupon or Talon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a global Note held on behalf of Euroclear Bank S.A./N.V. ("Euroclear") and/or Clearstream Banking, société anonyme ("Clearstream, Luxembourg"), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of such

Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Agent, the Trustee, any Paying Agent, the Registrar and any Transfer Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer of the relevant global Note shall be treated by the Issuer, the Trustee, the Agent, any Paying Agent, the Registrar and any Transfer Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant global Note (and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly). Notes which are represented by a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

References to “Euroclear” and/or “Clearstream, Luxembourg” shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the relevant Dealer(s), the Trustee and the Agent.

**(b) *Transfer and Exchange***

*(i) Transfer of Registered Notes*

Subject to the provisions of sub-paragraph (iv) below and the provisions set forth in Schedule 3 of the Trust Deed, a Registered Note may be transferred in whole or in part (in the Specified Denominations specified in the applicable Final Terms) by the transferor depositing the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office in Luxembourg of either the Registrar or a Transfer Agent, with the form of transfer endorsed on the Registered Note duly completed and signed by or on behalf of the transferor. Subject as provided above, and subject to the payment of any sum in respect of any such stamp duty, tax or other governmental charge as is referred to, and subject as otherwise provided, in sub-paragraph (v) below, the Registrar or the relevant Transfer Agent will, within three Business Days in Luxembourg of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver at its specified office in Luxembourg to the transferee or (at the risk and, if mailed at the request of the transferee otherwise than by ordinary uninsured mail, at the expense of the transferee) send by mail to such address as the transferee may request a new Registered Note with the same aggregate nominal amount as that of the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note, a new Registered Note in respect of the balance of nominal amount of the Registered Note not transferred will be so authenticated and delivered or (at the risk and, if mailed at the request of the transferor otherwise than by ordinary uninsured mail, at the expense of the transferor) sent by mail to the transferor.

*(ii) Exchange of Bearer Notes for Registered Notes*

Subject to the provisions of sub-paragraph (v) below, at the option of the holder thereof, upon presentation to the Agent on or at any time after the exchange date of a duly completed and signed request for exchange (in the form for the time being obtainable from the specified office in Luxembourg of the Registrar or the Agent (a “Registration Request”)) together with the relevant Bearer Note(s) and payment of any sum in respect of any such stamp duty, tax or other government charge as is referred to, and subject as otherwise provided, in sub-paragraph (iv) below, and subject to the terms of the Agency Agreement, Bearer Notes which are expressed to

be exchangeable into Registered Notes are exchangeable in whole but not in part for the same aggregate principal amount of Registered Notes, provided that all unmatured Coupons (which expression, for the avoidance of doubt, shall include Coupons falling to be issued on exchange of matured Talons) relating thereto are attached thereto or are surrendered therewith. Registration Requests may not be presented during the period commencing on the fifth Business Day in Luxembourg prior to the Record Date (as defined in Condition 5(d)) in respect of any Interest Payment Date and ending on such Interest Payment Date (inclusive). Interest on the Registered Notes issued on exchange will accrue, and interest on the corresponding Bearer Notes presented for exchange will cease to accrue, as from the Interest Payment Date immediately preceding the date of presentation or, if none, as from the Issue Date or the Interest Commencement Date (as the case may be). Registration Requests may only be presented, and Bearer Notes may only be presented for exchange for Registered Notes, at the specified office in Luxembourg of the Agent. The Registrar will, within 21 Business Days in Luxembourg of the date of presentation to the Agent of any Registration Request together with the relevant Bearer Note(s) and unmatured Coupons and any requisite payment as aforesaid, authenticate and deliver at its specified office in Luxembourg to the Noteholder or (at the risk and, if mailed at the request of the Noteholder otherwise than by ordinary uninsured mail, at the expense of the Noteholder) send by mail to such address, other than an address in the United States, as may be specified by the Noteholder in the Registration Request, a Registered Note with the same aggregate principal amount as that of the Bearer Note(s) exchanged.

(iii) *Exchange of Registered Notes for Bearer Notes*

Subject to the provisions of sub-paragraph (v) below, at the option of the holder thereof, upon presentation to the Registrar on or at any time after the Exchange Date of a duly completed and signed request for exchange (in the form for the time being obtainable from the specified office in Luxembourg of the Registrar or the Agent (a “Bearer Request”)) together with the relevant Registered Notes and subject to the payment of any sum in respect of any such stamp duty, tax or other governmental charge as is referred to, and subject as otherwise provided, in sub-paragraph (iv) below, and subject to the terms of the Agency Agreement, Registered Notes which are expressed to be exchangeable into Bearer Notes are exchangeable in whole or in part in the smallest Specified Denomination specified in the applicable Final Terms or any integral multiple thereof for the same aggregate nominal amount of Bearer Notes. Bearer Requests may not be presented during the period commencing on the fifth Business Day in Luxembourg prior to the Record Date in respect of any Interest Payment Date and ending on such Interest Payment Date (inclusive). Interest on the Bearer Notes issued on exchange will accrue, and interest on the corresponding Registered Notes presented for exchange will cease to accrue, as from the Interest Payment Date immediately preceding the date of surrender or, if none, as from the Issue Date or the Interest Commencement Date (as the case may be). Bearer Requests may only be presented, and Registered Notes may only be presented for exchange for Bearer Notes, at the specified office in Luxembourg of the Registrar. The Agent will, within 21 Business Days in Luxembourg of the date of presentation to the Registrar of any Bearer Request together with the relevant Registered Note(s) and any requisite payment as aforesaid, authenticate and deliver at its specified office in Luxembourg to the Noteholder or (at the risk and, if mailed at the request of the Noteholder otherwise than by ordinary uninsured mail, at the expense of the Noteholder) send by mail to such address, other than an address in the United States, as may be specified by the Noteholder in the Bearer Request a Bearer Note or Bearer Notes with the same aggregate nominal amount as that of the Registered Note(s) or part thereof exchanged together with all Coupons in respect of all Interest Payment Dates falling after the date of presentation.

In the case of exchange of part only of a Registered Note, a Registered Note for the balance of the nominal amount of the Registered Note not exchanged will be so authenticated and delivered or (at the risk and, if mailed at the request of the Noteholder otherwise than by ordinary uninsured mail, at the expense of the Noteholder) sent by mail to such address, other than an address in the United States, as the Noteholder may specify in the Bearer Request.

(iv) *Formalities Free of Charge*

Any such transfer or exchange will be effected without charge subject to (i) the costs or expenses of delivery otherwise than by ordinary uninsured mail as described above, (ii) the person making such application for transfer or request for exchange paying or procuring the payment of any stamp duty, tax or other governmental charge that may be imposed in relation to the registration of transfer or the exchange, (iii) in the case of an application for transfer or a Bearer Request, the Registrar or, as the case may be, the relevant Transfer Agent being satisfied with the documents of title and the identity of the person making the application or request, and (iv) such reasonable regulations as the Issuer may from time to time agree with the Trustee, the Agent, the Registrar and the Transfer Agent including any restrictions imposed by the Issuer on transfers of Registered Notes originally sold to a U.S. person. The exchange of Bearer Notes for Registered Notes (and vice versa) will be subject to the provisions of all applicable fiscal or other laws and regulations in effect at the time of the relevant exchange.

(v) *Closed Periods*

The Issuer shall not be required in the event of a partial redemption of Notes under Condition 6(c):

- (A) to register the transfer of Registered Notes (or parts of Registered Notes) or to exchange Bearer Notes for Registered Notes (or vice versa) during the period beginning on the 65th day before the date of the partial redemption and ending on the day on which notice is given specifying the serial numbers of Notes called (in whole or in part) for redemption (both inclusive); or
- (B) to register the transfer of any Registered Note, or part of a Registered Note, called for redemption; or
- (C) to exchange any Registered Note (or part thereof) or Bearer Note called for redemption; except that a Registered Note (or part thereof) or Bearer Note called for redemption may be exchanged for a Bearer Note or Registered Note, respectively, which is simultaneously surrendered not later than the relevant Record Date.

- (vi) For the purposes of Condition 1(b), “Business Day” means in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in such place.

## 2 Status

The Notes and the relative Coupons constitute direct, (subject to Condition 3) unsecured, unconditional and unsubordinated obligations of the Issuer ranking *pari passu* and without any preference among themselves and, with the exception of obligations in respect of national and local taxes in Japan and certain other statutory exceptions under Japanese law, with all other unsecured obligations of the Issuer (other than subordinated obligations, if any) from time to time outstanding.

### 3 Negative Pledge

So long as any Notes of this Series remains outstanding (as defined in the Trust Deed), the Issuer will not create or permit to subsist any mortgage, pledge, security transfer, charge or other security interest for the benefit of holders of any bonds upon the whole or any part of its property, assets or revenues, present or future, to secure (i) payment of any sum due in respect of any bonds issued by it or in respect of any guarantee by it of any bonds issued by any person or (ii) any payment under any indemnity or like obligations relating to any bonds or guarantee unless, in each case at the same time, the Notes of this Series are equally and rateably secured so as to rank *pari passu* with such bonds or guarantee or indemnity or like obligations or provided with such other security as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of the holders of the Notes of this Series or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the holders of the Notes of this Series. Notwithstanding the foregoing, (i) any arrangement relating to the segregation, including but not limited to segregation by way of a self-settled trust (*jiko shintaku*), of any part of the Issuer's property, assets or revenues or the creation of any security interest, in each case, for the purpose of issuing covered bonds shall be permitted and shall not require the creation of any security in respect of the Notes of this Series, provided that such arrangement is entered into in compliance with, and only to the extent required by or permitted under, any Japanese law and regulation relating to covered bonds (a "Covered Bond Regulation") and such segregated property, assets or revenues qualify as collateral for, or are to be applied in priority in meeting claims of, issues of covered bonds under the Covered Bond Regulation, and (ii) any arrangement relating to the segregation, including but not limited to segregation by way of a self-settled trust (*jiko shintaku*), of any part of the Issuer's property, assets or revenues for the purpose of issuing securities that are similar in substance to covered bonds as issued by non-Japanese financial institutions shall be permitted and shall not require the creation of security in respect of the Notes of this Series.

For the purpose of this Condition, the term "bonds" shall mean any indebtedness in the form of, or represented by, bonds, notes, debentures or other securities which (i) (A) are by their terms payable, or may be required to be paid, in, or by reference to, any currency other than Japanese Yen and (B) more than 50 per cent. of the aggregate principal amount whereof is initially distributed outside Japan by or with the authorisation of the Issuer and (ii) are not repayable (otherwise than at the option of or due to the default of the Issuer) within three years from the date of their creation and (iii) are quoted, listed or ordinarily traded on any stock exchange or over-the-counter market or other similar securities market outside Japan.

### 4 Interest

#### (a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest Payable in arrear on the Interest Payment Date(s) in each year and on the Maturity Date if that does not fall on an Interest Payment Date.

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms amount to the Broken Amount(s) so specified.

If interest is required to be calculated for a period ending other than on an Interest Payment Date, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Fixed Day Count Fraction, and rounding the resultant figure to

the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“Fixed Day Count Fraction” means, in respect of the calculation of an amount of interest on any Fixed Rate Note for any period of time from and including the first day of such period to but excluding the last day of such period (whether or not constituting a Fixed Interest Period, the “Calculation Period”):

- (i) if “Actual/Actual (ICMA)” is specified in the Final Terms,
  - (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (b) if the Calculation Period is longer than one Determination Period, the sum of:
    - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
    - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

“Determination Date” means the date specified in the applicable Final Terms or, if none is so specified, the Interest Payment Date.

- (ii) if “30/360” is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Fixed Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30.

In these Terms and Conditions:

“Fixed Interest Period” means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or first) Interest Payment Date; and

“sub-unit” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

**(b) Interest on Floating Rate Notes and Index Linked Interest Notes**

*(i) Interest Payment Dates*

Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an “Interest Payment Date”) which falls the number of months or other period specified as the Interest Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Interest Periods are specified in accordance with Condition 4(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Interest Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the

next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In this Condition, “Business Day” means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Business Centre specified in the applicable Final Terms; and
- (B) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than any Business Centre and which, if the Specified Currency is New Zealand Dollars, shall be Auckland) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System (the “TARGET System”) is open.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of the Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), “ISDA Rate” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (“LIBOR”) or on the Euro-zone inter-bank offered rate (“EURIBOR”) for a currency, the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), (i) “ISDA Definitions” mean the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon, (ii) “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions, (iii) the definition of “Banking Day” in the ISDA Definitions shall be amended to insert after the words “are open for” in the second line the word “general” and (iv) “Euro-zone” means the region comprised of Member States of the European Union that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.



When this sub-paragraph (A) applies, in respect of each relevant Interest Period the Agent or other person specified in the applicable Final Terms will be deemed to have discharged its obligations under Condition 4(b)(iv) in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this sub-paragraph (A).

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus the Margin (if any), all as determined by the Agent. If five or more of such offered quotations are available to the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest, (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded upwards as provided above) of such offered quotations.

“Interest Determination Date” means the second London Business Day prior to the start of each Interest Period if LIBOR (other than euro LIBOR) and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(iii) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the above provisions is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest. If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the above provisions is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *Determination of Rate of Interest and Calculation of Interest Amounts*

The Agent, in the case of Floating Rate Notes, and the Calculation Agent specified in the applicable Final Terms, in the case of Index Linked Interest Notes, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after determining the same. The Agent will calculate the amount of interest (the “Interest Amount”) payable on the Floating Rate Notes or Index Linked Interest Notes in respect of each Specified Denomination for the relevant Interest Period. Unless otherwise set out in the applicable Final Terms, each Interest Amount shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by applicable Floating Day Count Fraction by rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“Floating Day Count Fraction” means, in respect of the calculation of an amount of interest for any Interest Period:

- (A) if “Actual/Actual” or “Actual/Actual - ISDA” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (B) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (C) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (D) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Floating Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (E) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Floating Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30; and

- (F) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Floating Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

(v) *Notification of Rate of Interest and Interest Amounts*

The Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee, the other Paying Agents or the Registrar, as the case may be, and any stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment or arrangements will be promptly notified to the Trustee and each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Issuer and to the Noteholders in accordance with Condition 13. For the purposes of this paragraph, "Luxembourg Business Day" means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business in Luxembourg.

(vi) *Determination or Calculation by Trustee*

If for any reason the Agent or, where applicable, the other person specified in the applicable Final Terms or the Calculation Agent at any time after the Issue Date defaults in its obligations to determine the Rate of Interest or calculate any Interest Amount in accordance with subparagraph (ii)(A) or (i)(B) above or as otherwise specified in the applicable Final Terms, as the case may be, and in each case with paragraph (iv) above, the Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of Condition 4, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all the circumstances or, as the case may be, the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Agent or, where applicable, the other person specified in the applicable Final Terms or the Calculation Agent.

(vii) *Certificates to be Final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this paragraph (b), whether by the Agent or, if applicable, the other person specified in the applicable Final Terms or the Calculation Agent or the Trustee shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Agent, the other person specified in the applicable Final Terms (if applicable), the Calculation Agent (if applicable), the other Paying Agents or the Registrar, as the case may be, and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Agent or, where applicable, the other person specified in the applicable Final Terms or the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) ***Dual Currency Notes***

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the applicable Final Terms.

**(d) *Accrual of Interest***

Each interest-bearing Note (or in the case of the redemption of part only of such a Note, that part only of such Note) will cease to bear interest from (and including) the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until (but excluding) whichever is the earlier of:

- (i) the date on which all amounts due in respect of such Note have been paid; and
- (ii) the fifth day after the date on which the full amount of the moneys payable has been received by the Agent and notice to that effect has been given in accordance with Condition 13 or individually.

**5 Payments**

**(a) *Method of Payment***

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is New Zealand Dollars, shall be Auckland); and
- (ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment and any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Section 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, but without prejudice to the provisions of Condition 7. In addition, payments will be made in accordance with any laws, regulations or administrative practices applicable to the Issuer and any Paying Agent in respect thereof, including the requirements applicable under Japanese tax law. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of any payments. References to “Specified Currency” will include any successor currency under applicable law.

**(b) *Presentation of Definitive Notes and Coupons***

Payments of principal in respect of definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of such definitive Bearer Notes, and payments of interest in respect of interest-bearing definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions (including the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, Wake Island, American Samoa and the Northern Mariana Islands) and other areas subject to its jurisdiction)). Payment under paragraph (a) above made, at the option of the bearer of a definitive Bearer Note or Coupon, by cheque shall be mailed or delivered to an address

outside the United States furnished by such bearer at the risk and expense of such bearer. Subject to any applicable law and regulations, such a payment made by transfer will be made in immediately available funds to an account maintained by the payee with a bank located outside the United States. Subject as provided below, no payment in respect of any definitive Bearer Note or Coupon will be made upon presentation of such definitive Bearer Note or Coupon at any office or agency of the Issuer or any Paying Agent in the United States, nor will any such payment be made by transfer to an account, or by mail to an address, in the United States.

Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes or Index Linked Notes) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter. Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note or Index Linked Interest Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

If the due date for redemption of any definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the immediately preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

**(c) *Payments in respect of Global Notes***

Payments of principal and interest (if any) in respect of Notes represented by any global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes and otherwise in the manner specified in the relevant global Note against presentation or surrender, as the case may be, of such global Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of such global Note, distinguishing between any payment of principal and any payment of interest, will be made on such global Note by such Paying Agent and such record shall be *prima facie* evidence that the payment in question has been made. For the purpose of any payments made in respect of a global Note, the relevant place of presentation shall be disregarded in the definition of "Payment Day" set out in Condition 5(e).

**(d) *General provisions applicable to payments***

Notwithstanding the preceding paragraph, all payments in respect of Notes represented by a global Note held on behalf of Euroclear and/or Clearstream, Luxembourg will be made to, or to the order of, the holder of the global Note at the close of business on the record date which shall be the Clearing System Business Day immediately prior to the date for payment, where "Clearing System Business Day" means Monday to Friday inclusive except 25 December and 1 January.

The holder of a global Note (or, as provided in the Trust Deed, the Trustee) shall be the only person entitled to receive payments in respect of Notes represented by such global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such global Note (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such global Note (or the Trustee, as the case may be). No person other than the holder of such global Note (or the Trustee, as the case may be) shall have any claim against the Issuer in respect of any payments due on that global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of a Bearer Note is payable in U.S. Dollars, such U.S. Dollar payments of principal and/or interest in respect of such Bearer Note will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences for the Issuer.

Payments of principal in respect of Registered Notes will be made in the manner provided in paragraph (a) above against presentation and surrender (or, in the case of part payment of any sum due only, endorsement) of such Notes at the specified office of the Registrar in Luxembourg or at the specified office of any Paying Agent. Payments of interest due on a Registered Note will be made to the person in whose name such Note is registered at the close of business on the fifteenth day (whether or not such fifteenth day is a business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) (the "Record Date")) prior to such due date. In the case of payments by cheque, cheques will be mailed to the holder (or the first-named of joint holders) at such holder's registered address on the business day immediately preceding the due date. If payment is required by credit or transfer as referred to in paragraph (a) above, application for such payment must be made by the holder to the Registrar not later than the relevant Record Date.

**(e) *Payment Day***

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "Payment Day" means any day which (subject to Condition 8) is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the relevant place of presentation; and
- (ii) a Business Day (as defined in Condition 4(b)(i)).

**(f) Interpretation of Principal and Interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Zero Coupon Notes, the Amortised Face Amount; and
- (vi) any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

## **6 Redemption and Purchase**

**(a) Redemption at Maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

**(b) Redemption for Tax Reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (in the case of Notes other than Floating Rate Notes or Index Linked Interest Notes) or on any Interest Payment Date (in the case of Floating Rate Notes or Index Linked Interest Notes), on giving not less than 30 nor more than 60 days' notice to the Trustee, the Agent, the Registrar (in the case of Registered Notes) and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee before the giving of the aforementioned notice that:

- (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of Japan or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to Condition 6, the Issuer shall deliver to the Trustee a certificate signed by an authorised officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the



conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing approved by the Trustee to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled to accept the certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event they shall be conclusive and binding on the Noteholders, the Couponholders and the Talonholders.

Notes redeemed pursuant to this paragraph (b) will be redeemed at their Early Redemption Amount referred to in paragraph (e) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

**(c) *Redemption at the Option of the Issuer (Issuer Call)***

If Issuer Call is specified in the applicable Final Terms, the Issuer may, upon the giving of not less than 15 nor more than 30 days' notice in accordance with Condition 13 to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only (as specified in the applicable Final Terms) of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).

Any such redemption must be of a nominal amount equal to the Minimum Redemption Amount or a Higher Redemption Amount, both as indicated in the applicable Final Terms. In the case of a partial redemption of Notes, the Notes to be redeemed ("Redeemed Notes") will be selected either individually by lot (without involving any part of a Bearer Note), in the case of Redeemed Notes represented by definitive Notes, or in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, in the case of Redeemed Notes represented by a global Note, in each case not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "Selection Date"). In the case of Redeemed Notes comprising definitive Notes, a list of the certificate numbers of such Redeemed Notes will be published in accordance with Condition 13 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes comprising definitive Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a global Note shall be equal to the balance of the Redeemed Notes. No exchange of the relevant global Note will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 at least five days prior to the Selection Date. In addition, such notice shall also specify the period during which exchanges and transfers of Notes may not be made as provided in Condition 1(b)(v).

**(d) *Redemption at the Option of the holders of Notes (Investor Put)***

If Investor Put is specified in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 13 not less than 15 nor more than 30 days' notice or such other period of notice as is specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption

Amount specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

If this Note is in definitive form, to exercise the right to require redemption of this Note, the holder of this Note must deliver (in the case of Bearer Notes) this Note (together with all unmatured coupons and unexchanged talons) at the specified office of any Paying Agent outside the United States or (in the case of Registered Notes) the Registered Note at the specified office of the Registrar or any Transfer Agent at any time during normal business hours of such Paying Agent, Registrar or Transfer Agent falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent, Registrar or Transfer Agent, as the case may be (a “Put Notice”), in which (in the case of Bearer Notes only) the holder of this Note must specify a bank account (or, if payment is by cheque, an address) outside the United States to which payment is to be made under this Condition.

Any Put Notice given by a Noteholder pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph.

**(e) Early Redemption Amounts**

For the purposes of paragraph (b) above and Condition 9, the Notes shall be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at their nominal amount; or
- (iii) in the case of Zero Coupon Notes, at an amount (the “Amortised Face Amount”) equal to the sum of:
  - (A) the Reference Price specified in the applicable Final Terms; and
  - (B) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable,

or such other amount as is provided in the applicable Final Terms.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each or such other calculation basis as may be specified in the applicable Final Terms.

**(f) Purchases**

The Issuer or any of its Subsidiaries (as defined in the Trust Deed) may at any time purchase Notes (provided that, in the case of definitive Bearer Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) in any manner and at any price. If purchases are made by tender,

tenders must be available to all Noteholders alike. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent (in the case of definitive Bearer Notes) or any Transfer Agent (in the case of Registered Notes) for cancellation.

**(g) Cancellation**

The Issuer shall be bound to redeem all Notes in respect of which a notice of redemption has validly been given (and not withdrawn) pursuant to this Condition. All Notes which are redeemed will forthwith be cancelled (together, in the case of definitive Bearer Notes, with all relative unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to paragraph (f) above (together, in the case of definitive Bearer Notes, with all relative unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Agent or (in the case of Registered Notes) the Registrar and cannot be reissued or resold.

**(h) Late Payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c) or (d) above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in sub-paragraph (e)(iii) above as though the references therein to the date fixed for the redemption thereof or the date upon which such Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) the fifth day after the date on which the full amount of the moneys payable in respect of such Zero Coupon Note has been received by the Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 13 or individually.

## **7 Taxation**

All payments of principal and interest in respect of the Notes and Coupons will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Japan, or any authority thereof or therein having power to tax (the "Taxes"), unless such withholding or deduction of such Taxes is required by law. In that event, the Issuer shall pay such additional amounts ("Additional Amounts") as will result in the receipt by the holders of such amounts as would have been received by them had no such deduction or withholding been required, except that no Additional Amounts shall be payable with respect to any Note or Coupon:

- (i) in respect of which a beneficial owner is an individual non-resident of Japan or a non-Japanese corporation and is liable for such Taxes in respect of such Note or Coupon by reason of its (a) having some connection with Japan other than the mere holding of such Note or Coupon or (b) being a person having a special relationship with the Issuer as described in Article 6, Paragraph 4 of the Special Taxation Measures Act (as defined below) (a "specially-related person of the Issuer"); or
- (ii) in respect of which a beneficial owner would otherwise be exempt from any such withholding or deduction but fails to comply with any applicable requirement to provide Interest Recipient Information (as defined below) or to submit a Written Application for Tax Exemption (as defined below) to the Paying Agent to whom the relevant Note or Coupon is presented, or whose Interest

Recipient Information is not duly communicated through the Participant (as defined below) and the relevant international clearing organisation to such Paying Agent; or

- (iii) in respect of which a beneficial owner is for Japanese tax purposes treated as an individual resident of Japan or a Japanese corporation (except for (A) a Designated Financial Institution (as defined below) who complies with the requirement to provide Interest Recipient Information or to submit a Written Application for Tax Exemption and (B) an individual resident of Japan or a Japanese corporation who duly notifies (directly or through the Participant or otherwise) the relevant Paying Agent of its status as not being subject to Taxes to be withheld or deducted by the Issuer by reason of such individual resident of Japan or Japanese corporation receiving interest on the relevant Note through a payment handling agent in Japan appointed by it); or
- (iv) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law implementing European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income; or
- (v) (except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union; or
- (vi) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such Additional Amounts on presenting the same for payment on such 30th day; or
- (vii) where the amount of interest on such Note is to be calculated by reference to certain indexes (as prescribed by the cabinet order under Article 6, Paragraph 4 of the Special Taxation Measures Act) relating to the Issuer or a specially-related person of the Issuer, except where the recipient of interest is a Designated Financial Institution (as defined below) who complies with the requirement to provide Interest Recipient Information or to submit a Written Application for Tax Exemption.

Where a Note or Coupon is held through a certain participant of an international clearing organisation or a certain financial intermediary (each, a "Participant"), in order to receive payments free of withholding or deduction by the Issuer for, or on account of Taxes, if the relevant beneficial owner is (A) an individual non-resident of Japan or a non-Japanese corporation (other than a specially-related person of the Issuer) or (B) a Japanese financial institution falling under certain categories prescribed by the Special Taxation Measures Act of Japan (Act No. 26 of 1957) (as amended) (the "Special Taxation Measures Act") and the cabinet order (No. 43) of 31 March 1957 thereunder, as amended (together with the ministerial ordinance and other regulations thereunder, the "Act") (each, a "Designated Financial Institution"), all in accordance with the Act, such beneficial owner shall, at the time of entrusting a Participant with the custody of the relevant Note, provide certain information prescribed by the Act to enable the Participant to establish that such beneficial owner is exempted from the requirement for Taxes to be withheld or deducted (the "Interest Recipient Information") and advise the Participant if the beneficial owner ceases to be so exempted (including the case where the beneficial owner who is an individual non-resident of Japan or a non-Japanese corporation became a specially-related person of the Issuer).

Where a Note or Coupon is not held by a Participant, in order to receive payments free of withholding or deduction by the Issuer for, or on account of, Taxes, if the relevant beneficial owner is (A) an individual non-resident of Japan or a non-Japanese corporation (other than a specially-related person of the Issuer) or (B) a Designated Financial Institution, all in accordance with the Law, such beneficial owner shall, prior to each time on which it receives interest, submit to the relevant Paying Agent a written application for tax exemption (*Hikazei Tekiyo Shinkokusho*) (a "Written Application for Tax Exemption") in form obtainable from the

Paying Agent stating, *inter alia*, the name and address of the beneficial owner, the title of the Notes, the relevant Interest Payment Date, the amount of interest and the fact that the beneficial owner is qualified to submit the Written Application for Tax Exemption, together with documentary evidence regarding its identity and residence.

As used in these Conditions, “Relevant Date” in respect of any Note or Coupon means the date on which payment in respect thereof first becomes due except that if the full amount of the moneys payable has not been duly received by the Agent or the Trustee on or prior to such date, it means the date on which the full amount of such moneys having been received, notice to that effect shall have been duly given to the Noteholders in accordance with Condition 13. References in this Condition to “principal” and/or “interest” shall be deemed to include any additional amounts which may be payable under this Condition or any undertakings or covenants given in addition thereto or in substitution therefor pursuant to the Trust Deed.

## **8 Prescription**

Claims for payment of principal in respect of the Notes shall be prescribed upon the expiry of 10 years, and claims for payment of interest (if any) in respect of the Notes shall be prescribed upon the expiry of five years, in each case after the Relevant Date therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be prescribed pursuant to this Condition or Condition 5(b) or any Talon which would be prescribed pursuant to Condition 5(b).

## **9 Events of Default/Enforcement**

### **(a) Events of Default**

If any one or more of the following events (each an “Event of Default”) shall have occurred and be continuing:

- (a) default is made for more than 30 days in the payment of any amount of principal or any interest due in respect of any of the Notes when and as the same ought to be paid in accordance with these Conditions; or
- (b) default is made in the performance or observance by the Issuer of any obligation, condition or provision under the Notes or the Trust Deed (other than any obligation for the payment of any amount due in respect of any of the Notes) and (but only in a case where the Trustee considers such default to be capable of being remedied) such default shall not be remedied to the Trustee’s satisfaction within 30 days (or such longer period as the Trustee may permit) of first written notification from the Trustee to the Issuer requiring the same to be remedied; or
- (c) the maturity of any indebtedness for borrowed money (as defined in the Trust Deed) by the Issuer, having an aggregate nominal amount of at least U.S.\$10,000,000 (or the equivalent in any other currency or currencies) shall have been accelerated by or on behalf of the holder(s) of such indebtedness in accordance with the terms thereof or any agreement relating thereto or any such indebtedness shall not have been paid when due on maturity and such failure shall have not been cured within the grace period, if any, applicable thereto; or
- (d) a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Issuer bankrupt or insolvent or approving as properly filed a petition seeking reorganisation of the Issuer under any applicable bankruptcy or reorganisation law of Japan and such decree or order shall have continued undischarged and unstayed for a period of 60 days; or

a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Issuer or of all or substantially all of the property of the Issuer or for the winding-up or liquidation of the affairs of the Issuer shall have been entered under any applicable bankruptcy or reorganisation law of Japan and such decree or order shall have continued undischarged and unstayed for a period of 60 days; or

- (e) the Issuer shall institute proceedings to be adjudicated a voluntary bankrupt or shall consent to the filing of a bankruptcy proceeding against it or shall file a petition or answer or consent seeking reorganisation or arrangement under any applicable bankruptcy or reorganisation law of Japan, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of all or substantially all of its property, or shall make an assignment for the benefit of its creditors or shall make any composition with its creditors or shall admit in writing its inability to pay its debts generally as they become due, or corporate action shall be taken by the Issuer in furtherance of any of the aforesaid purposes; or
- (f) the Issuer shall cease to carry on the whole or substantially the whole of its business or shall dispose of the whole or a substantial part of its assets, in each case except for the purposes of or pursuant to a consolidation, amalgamation, merger or reconstruction the terms whereof have been approved by the Trustee or approved by an Extraordinary Resolution of the Noteholders or except for the purposes of or pursuant to a consolidation, amalgamation, merger or reconstruction under which the continuing entity effectively assumes the entire obligation of the Issuer under the Notes,

then the Trustee at its discretion may, and if so requested in writing by Noteholders holding at least 25 per cent. in aggregate nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified to its satisfaction), (provided that, except in the case of the occurrence of the event mentioned in sub-paragraph (a) above, the Trustee shall have certified that, in its opinion, such event is materially prejudicial to the interests of the Noteholders) give notice to the Issuer that the Notes are, and they shall thereby forthwith become, immediately due and repayable at their Early Redemption Amount (as described in Condition 6(e)) together with accrued interest as provided in the Trust Deed.

For the purpose of sub-paragraph (c) above, any indebtedness which is in a currency other than U.S. Dollars may be translated into U.S. Dollars at the spot rate for the sale of U.S. Dollars against the purchase of the relevant currency quoted by any leading bank on any day when a quotation is required for such purpose.

**(b) Enforcement**

No Noteholder, Couponholder or Talonholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period of time and such failure shall be continuing, but the Trustee shall not be bound to institute any such proceedings unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of not less than 25 per cent. in aggregate nominal amount of the Notes then outstanding and (ii) it shall have been indemnified to its satisfaction.

## **10 Replacement of Notes, Coupons and Talons**

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office in Luxembourg of the Agent (in the case of a Bearer Note, Coupon or Talon) or at the specified office in Luxembourg of the Registrar (in the case of a Registered Note), or in either case any other place approved by the Trustee of which notice shall have been published in accordance with Condition 13, upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

## **11 Agent, Registrar, other Transfer Agents and Calculation Agent**

The name of the initial Agent, the initial Registrar and the initial Transfer Agent and its initial specified office is set out below.

The Issuer is, subject to the prior approval of the Trustee, entitled to vary or terminate the appointment of the Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent and/or appoint a successor Agent, Registrar or Calculation Agent or successor and/or additional or other Paying Agents or Transfer Agents and/or approve any change in the specified office through which any Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent acts, provided that:

- (i) so long as the Notes are listed on any stock exchange, there will at all times be a Paying Agent (which may be the Agent) and a Transfer Agent (which may be the Agent or the Registrar) each with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange;
- (ii) there will at all times be a Paying Agent (which may be the Agent) and a Transfer Agent (which may be the Registrar) each with a specified office in a city approved by the Trustee in continental Europe;
- (iii) there will at all times be an Agent and a Calculation Agent;
- (iv) there will at all times be a Registrar; and
- (v) there will at all times be a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the penultimate paragraph of Condition 5(d). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 13.

## **12 Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Conditions 5(b) and 8. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

### **13 Notices**

All notices to the holders of Notes will be valid if published (i) in a leading English language daily newspaper published in London or such other English language daily newspaper with general circulation in Europe as the Trustee may approve or (ii) if and for so long as the Notes are listed on the Luxembourg Stock Exchange's Euro MTF Market and the rules of the Luxembourg Stock Exchange so require, in a daily newspaper of general circulation in Luxembourg or on the Luxembourg Stock Exchange's website (www.bourse.lu). Where such notice is published in a daily newspaper, it is expected that such publication will be made in the Financial Times in London and the *Luxemburger Wort* in Luxembourg, as appropriate. Any such notice will be deemed to have been given on the first date on which publication has been made in the manner required. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve.

In addition to publication as aforesaid, all notices to the holders of Registered Notes will be valid if mailed to their registered addresses. Any such notice shall be deemed to have been given on the fourth day after the date on which it is mailed.

Until such time as any definitive Notes are issued, there may, so long as the global Note(s) is or are held in its or their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted for such publication in such newspapers the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the holders of the Notes, except that if the Notes are listed on the Luxembourg Stock Exchange's Euro MTF Market and the rules of the Luxembourg Stock Exchange so require, notice will in any event be published in the *Luxemburger Wort* or on the Luxembourg Stock Exchange's website (www.bourse.lu) in accordance with the previous paragraph. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

Couponholders and Talonholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition.

Notices to be given by any holder of the Notes shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a global Note, such notice may be given by any holder of a Note to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case maybe, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

### **14 Meetings of Noteholders, Modification, Waiver, Authorisation and Substitution**

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Terms and Conditions or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer or the Trustee and shall be convened by the Issuer upon receipt of a written requisition signed by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons present holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of these Terms and Conditions (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or Coupons) or certain provisions of the Trust Deed, the necessary quorum for passing an Extraordinary Resolution will be



one or more persons present holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Couponholders and Talonholders.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 90 per cent. in nominal amount of the Notes outstanding shall take effect as if it were an Extraordinary Resolution duly passed at a meeting of Noteholders. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

The Trust Deed provides that the Trustee may agree, without the consent of the Noteholders, Couponholders or Talonholders, to any modification (subject to certain exceptions) of, or to any waiver or authorisation of any breach or proposed breach of, any of these Terms and Conditions or any of the provisions of the Trust Deed which in any such case, in the opinion of the Trustee, is not materially prejudicial to the interests of the Noteholders or to any modification of any of these Terms and Conditions or any of the provisions of the Trust Deed which is of a formal, minor or technical nature or which is made to correct a manifest error. Any such modification, waiver or authorisation shall be binding on the Noteholders, Couponholders and Talonholders and, unless the Trustee agrees otherwise, any such modification shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 13.

The Trustee may, without consent of the Noteholders, the Couponholders or the Talonholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, the Coupons and the Trust Deed of any of the Issuer's subsidiaries, subject to (a) the Notes being guaranteed by the Issuer, (b) the Trustee being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution, and (c) certain other conditions set out in the Trust Deed being complied with.

Such substitution shall be notified to the Noteholders not later than 14 days thereafter in accordance with Condition 13.

In connection with the exercise by it of any of its trusts, powers, authorities or discretions (including, but without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the interests of the Noteholders as a class and, in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Noteholders, Couponholders and Talonholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder, Couponholder or Talonholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders, Couponholders or Talonholders except to the extent already provided for in Condition 7 and/or any undertaking given in addition to, or in substitution for, Condition 7 pursuant to the Trust Deed.

## **15 Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Couponholders or Talonholders to create and issue further notes (in bearer or registered form (as the case may be)) having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

## **16 The Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances, including provisions relieving it from any obligation to take proceedings to enforce repayment of the Notes unless indemnified to its satisfaction. The Trustee may, if it so decides, refrain from taking any such action in the absence of instructions from Noteholders. The Trustee will be entitled to enter into business transactions with the Issuer or any of its subsidiaries without accounting to the Noteholders, Couponholders or Talonholders for any profit resulting therefrom.

Subject to the provisions of the Trust Deed, (i) the Trustee may retire at any time on giving at least three months' written notice to the Issuer or may be removed by Extraordinary Resolution of Noteholders, and (ii) the Issuer has the power of appointing a new trustee but if no successor trustee is so appointed, the Trustee is entitled to appoint the successor, however, no one may be so appointed until approved by an Extraordinary Resolution of the Noteholders.

## **17 Currency Indemnity**

The obligations of the Issuer in respect of any amount due under the Notes shall not be discharged or satisfied by any tender or any recovery pursuant to a judgment in any currency other than the relevant Specified Currency except to the extent that such tender or recovery results in the actual receipt by the holder of a Note or Coupon of the full amount then due and payable. If the full amount in the relevant Specified Currency actually received by the holder of a Note or Coupon is for any reason less than the amount originally due, the Issuer shall as a separate and independent obligation, pay such additional amounts as may be necessary to compensate for any such deficiency.

## **18 Contract (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

## **19 Governing Law and Submission to Jurisdiction**

The Trust Deed, the Notes, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection with them shall be governed by, and construed in accordance with, English law.

The Issuer has irrevocably agreed in the Trust Deed, for the exclusive benefit of the Trustee, the Noteholders, the Couponholders and the Talonholders, that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes and the Coupons and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with the Trust Deed, the Notes, the Coupons and the Talons may be brought in such courts. The Issuer irrevocably waives any objection which it may have to the laying of the venue of any Proceedings in any such courts and any claim that any such Proceedings have been brought in an inconvenient forum and has further irrevocably agreed that a judgment in any Proceedings brought in the courts of England shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction. Nothing contained herein shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not. The Issuer has appointed Mizuho Bank, Ltd., London Branch to accept service of process in England in respect of any Proceedings (documents should be marked for the attention of "Head of Legal Department") and has agreed that, in the event of Mizuho Bank, Ltd., London Branch ceasing so to act, it will appoint another person approved by the Trustee as its agent for service of process in England in respect of any Proceedings.

## **USE OF PROCEEDS**

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes.

## MIZUHO BANK, LTD.

### Introduction and History

MHBK was formed as a result of the merger between MHCB and Former MHBK on 1 July 2013, with the surviving entity, MHCB, being renamed MHBK as of the same date.

MHCB was established on 1 April 2002 through the corporate split and the merger (the “Corporate Split”) among The Dai-Ichi Kangyo Bank, Limited, The Fuji Bank, Limited and The Industrial Bank of Japan, Limited (together, the “Consolidating Banks”), all of which were banks of the Mizuho financial group and wholly-owned subsidiaries of Mizuho Holdings, Inc. (“MHHD”).

As a result of the Corporate Split, the Group consolidated and reorganised the Consolidating Banks to form Mizuho Bank, Ltd. (“Former MHBK”), which mainly served individuals, small and medium-sized enterprises (“SMEs”), middle-market corporations and local governmental entities, and MHCB, which mainly served large Japanese corporations and their affiliates, financial institutions, public sector entities and overseas corporations including overseas subsidiaries of Japanese corporations. The aims of the Corporate Split were to reorganise and integrate the overlapping businesses and functions of the Consolidating Banks and utilise the management resources of each entity as efficiently as possible.

As an additional step for realigning the group structure, MHFG was established on 8 January 2003 as a corporation organised under the laws of Japan, and on 12 March 2003, it became the holding company for the Group through a stock-for-stock exchange (*kabushiki-koukan*) with MHHD, which became an intermediate holding company focused on management of the Group’s banking and securities businesses.

In September 2011, Mizuho Trust & Banking Co., Ltd. (“Mizuho Trust & Banking”) became a wholly-owned subsidiary of MHFG, Mizuho Securities Co., Ltd. (“Mizuho Securities”) became an unlisted subsidiary of MHCB and Mizuho Investors Securities Co., Ltd. (“Mizuho Investors Securities”) became a wholly-owned subsidiary of Former MHBK, through their respective stock-for-stock exchanges. The purpose of these stock-for-stock exchanges was to further enhance the “group collective capabilities” by integrating group-wide business operations and optimising management resources such as workforce and branch network.

In January 2013, Mizuho Securities and Mizuho Investors Securities merged in order to provide integrated securities services as the full-line securities company of the Group. Mizuho Securities aims to further strengthen collaboration among the banking, trust banking and securities businesses of the group, expand the company’s customer base to enhance the domestic retail business, and rationalise and streamline management infrastructure.

In April 2013, MHCB and Former MHBK distributed as dividend-in-kind all shares of Mizuho Securities (which until then had been a consolidated subsidiary of MHCB) to MHFG, as a result of which Mizuho Securities was turned into a directly-held subsidiary of MHFG, thereby moving to a new group capital structure, placing banking, trust banking, securities and other major group companies under the direct control of the holding company.

In July 2013, Former MHBK and MHCB merged, and MHCB, the surviving company, changed its trade name to Mizuho Bank, Ltd. Through the merger, MHBK aims to create a platform for the provision of multi-faceted, seamlessly-linked financial services directly and promptly to both Former MHBK and MHCB customers, leveraging the current “strengths” and “advantages” of Former MHBK and MHCB, and to continue to improve customer services by further enhancing group collaboration among the banking, trust and securities functions and, at the same time, to realise further enhancement of the consolidation of group-wide

business operations and optimisation of management resources, such as workforce and branch network, by strengthening group governance and improving group management efficiency.

## **Business**

MHBK operates through a network of 419 domestic branches and 40 domestic sub-branches, 24 overseas branches, 12 overseas marketing offices and 7 overseas representative offices as at 31 March 2014. MHBK had 34,748 employees as at 31 March 2014.

MHBK provides a wide range of financial products and services to individuals, SMEs, large corporations, financial institutions, public sector entities and foreign corporations, including foreign subsidiaries of Japanese corporations. It maintains one of the largest branch and ATM networks in Japan and a broad range of Internet banking services. It also maintains a comprehensive office network which covers major cities worldwide.

The following are the main services and products which MHBK offers:

- *Deposits*: ordinary deposits, time deposits, foreign currency deposits, etc.
- *Lending*: loans for working capital or capital expenditure of corporate customers, initiatives for strategic financial raising such as syndicated loans, housing loans and card loans for individual customers, etc.
- *Domestic exchange settlement*: exchange for remittance, credit to current accounts, money collection services, etc.
- *Foreign exchange transaction services*: various foreign exchange services relating to international transactions such as imports, exports and foreign remittance, etc.
- *Other financial products and services*

MHBK is incorporated under Japanese law. The registered head office of MHBK is located at 5-5, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-8176.

## **Medium-Term Business Plan**

MHFG commenced a new medium-term business plan for the three years from the fiscal year ended 31 March 2014. Named “One MIZUHO New Frontier Plan—Stepping up to the Next Challenge”, the new medium-term business plan aims to launch the new Mizuho towards the “new frontier” of the next generation of finance, in response to structural and regulatory changes in the economy and society both in Japan and overseas. As part of this plan, MHFG developed five basic policies reflecting its vision for the future, the necessary elements for the new frontier of finance, and its future direction based on an analysis of its current situation. Adding more detail to these five basic policies, it also developed ten basic strategies in terms of business strategy and management foundations as follows:

### *Mizuho's Vision*

As well as establishing a new, common corporate identity (further details below) for the Group as part of its actions towards forming a new, common corporate culture as it pushes forward towards the new Mizuho as a unified group, MHFG developed the following vision for the Group's future as part of its new corporate identity, and set the same vision for its medium-term business plan:

The most trusted financial services group with a global presence and a broad customer base, contributing to the prosperity of the world, Asia and Japan.

- The most trusted financial services group
- The best financial services provider
- The most cohesive financial services group

#### *Five Basic Policies*

Based on Mizuho's vision, the necessary elements for the new frontier of finance, and MHFG's future direction based on an analysis of Mizuho's current situation, it developed the following five basic policies as part of the medium-term business plan:

- Further develop integrated strategies across the Group for each customer segment to respond to the diverse needs of its customers.
- Contribute to sustainable development of the world and Japan by proactively responding to changes.
- Mizuho Means Asia: accelerate globalisations.
- Build strong financial and management foundations to support the essence of Mizuho.
- Form strong corporate governance and culture in the spirit of One MIZUHO.

#### *Ten Basic Strategies*

Adding more detail to the five basic policies under the medium-term business plan, MHFG also developed ten basic strategies in terms of business strategy and management foundations as follows:

##### *Business Strategy*

- Strengthen integrated financial services by unifying banking, trust banking and securities functions to respond to finely delineated corporate and personal banking segments.
- Perform consulting functions taking advantage of its industry and business knowledge and forward looking perspective.
- Support formation of personal financial assets in Japan and invigorate their investments.
- Strengthen proactive risk-taking functions for growth industries and corporations.
- Strengthen and expand Asia-related business in Japan and on a global basis.
- Cultivate multi-level transactions by capturing the accelerating global capital and trade flows.

##### *Business Management, Management Foundations, etc.*

- Strengthen stable financial foundations based on abundant liquidity and appropriate capital levels.
- Establish the optimal management foundations (human resources and business infrastructure) to support business strategy.
- Further strengthen proactive governance and risk management.
- Embed the new Mizuho corporate identity towards forming a common culture throughout the Group and take actions towards becoming the best financial services provider.

### *Advanced Group Management Structure*

Aiming to establish an advanced group management structure, MHFG turned Mizuho Securities, then a consolidated subsidiary of MHCBC, into a directly-held subsidiary of MHFG in April 2013, and moved to a new group capital structure that places banking, trust banking, securities and other major group companies under the direct control of the Group. In July 2013, MHFG consummated the merger of Former MHBK and MHCBC.

Further, from April 2013, MHFG has been promoting business strategies across the group-wide banking, trust banking, securities and other business areas and moved to a new group operational structure that enables it to determine strategies and initiatives and formulate business plans. Specifically, the President and Chief Executive Officer of MHBK and the President of Mizuho Trust & Banking and Mizuho Securities became standing members of the Executive Management Committee of MHFG. In addition, MHFG established ten business units and head-office coordination divisions to determine strategies and initiatives across the group-wide banking, trust banking and securities business areas.

Furthermore, MHFG established five group strategy conferences concerning the strategies for retail (personal), wholesale (corporate), international (overseas), asset management and markets, as forums to comprehensively deliberate on important matters in terms of group business strategy among units.

### *New Mizuho Corporate Identity*

“Mizuho’s Corporate Identity,” which consists of Corporate Philosophy, Vision and The Mizuho Values, serves as the concept that forms the basis of all activities that MHFG conducts.

Mizuho’s Corporate Identity:

- (1) Corporate Philosophy: Mizuho’s fundamental approach to business activities based on the *raison d’etre* of Mizuho
- (2) Vision: Mizuho’s vision for the future, realised through the practice of “Corporate Philosophy”
- (3) The Mizuho Values: The shared values and principles of Mizuho’s personnel, uniting all executives and employees together to pursue the “Vision”

### *Brand Strategy*

MHFG adopts a brand slogan, “One MIZUHO: Building the future with you,” to indicate MHFG’s commitment to become “The most trusted financial services group with a global presence and a broad customer base, contributing to the prosperity of the world, Asia and Japan”.

## **Management of MHFG**

In June 2014, MHFG transformed itself into a Company with Committees, from its previous form of Company with Board of Corporate Auditors. Under the Companies Act of Japan (Act No. 86 of 2005) (“Companies Act”), Companies with Committees are required to establish a nominating committee, a compensation committee and an audit committee and the majority of the respective committee members must be outside directors, as defined under the Companies Act. Such companies are also required to appoint executive officers under the Companies Act.

### *Board of Directors*

Under the Companies Act, the duties of the board of directors include making decisions on business execution and supervision of the execution of duties of directors and executive officers, and by its resolution, it may delegate making decisions on business execution (excluding certain specified matters) to the executive officers.

The main roles of MHFG's Board of Directors are making decisions on business execution such as basic management policies, which are legally matters to be determined solely by the Board of Directors, and supervising the execution of duties by directors and executive officers. The Board of Directors shall, in principle, delegate to the President & Executive Officer of MHFG, who is also the Group CEO, decisions on business execution (excluding matters that are legally required to be determined solely by the Board of Directors), for the purpose of realizing swift and flexible decision-making and expeditious corporate management and strengthening the supervision of directors and executive officers by the Board of Directors.

Pursuant to its Articles of Incorporation, MHFG has no more than 15 directors and maintains the following structure in order to manage the Board of Directors in an effective and stable manner. In light of the role of the Board of Directors to supervise management, the majority of the members of the Board of Directors consist of outside directors and internal directors who do not concurrently serve as persons performing executive roles ("Internal Non-Executive Directors", and together with outside directors, "Non-Executive Directors"). Currently, the Board of Directors consists of a total of 13 directors (six outside directors, two Internal Non-Executive Directors and five directors concurrently serving as executive officers).

#### *Nominating Committee*

The duties of the nominating committee include the determination of the contents of proposals regarding the appointment and dismissal of directors to be submitted to the general meeting of shareholders.

The Nominating Committee of MHFG determines the contents of proposals regarding the appointment and dismissal of its directors to be submitted to the general meeting of shareholders and exercises the approval rights held by MHFG with respect to the appointment and dismissal of directors of each of MHBK, Mizuho Trust & Banking and Mizuho Securities (the "Core Subsidiaries") and exercise the approval rights held by MHFG with respect to the appointment and removal of representative directors and senior directors of the Core Subsidiaries.

#### *Compensation Committee*

The duties of the compensation committee include the determination of the compensation for each individual director and executive officer.

The Compensation Committee of MHFG determines the compensation for each individual director and executive officer of MHFG, exercise the approval rights held by MHFG regarding compensation of each individual director of the Core Subsidiaries, and determine the basic policies and compensation system for directors and executive officers of MHFG and the Core Subsidiaries.

#### *Audit Committee*

The duties of the audit committee include the audit of the execution of duties by directors and executive officers and preparation of audit reports.

The Audit Committee of MHFG audits the execution of duties by the directors and executive officers, monitor and inspect the establishment and management of the internal control system of MHFG and its subsidiaries, monitor and inspect the condition of the execution of duties with respect to corporate management of subsidiaries and others by executive officers, prepare audit reports and determine the contents of proposals regarding the appointment, dismissal and non-reappointment of accounting auditors to be submitted to the general meeting of shareholders.

#### *Executive Officers*

Executive officers decide on the business execution delegated by a resolution of the board of directors and implement business execution.



Executive officers of MHFG take charge of making decisions on business execution delegated by a resolution of the Board of Directors and implementing business execution of MHFG.

MHFG appoints the Group CEO and, in principle, the most senior staff who controls units that constitute profit units under the control of the Group CEO, group heads who control each group that comprises corporate planning and management units and the Head of Internal Audit Group as executive officers based on the policy that it is necessary to appoint as executive officers people who assume a managing role.

## Capitalisation and Indebtedness

The following table sets forth the consolidated capitalisation and indebtedness of MHBK as at 31 March 2014, which has been extracted from the English translation of the Japanese language audited consolidated financial statements of MHBK as at 31 March 2014.

	<b>As at 31 March</b>	
	<b>2014</b>	<b>2014</b>
	(billions of yen)	(millions of U.S. dollars)
Bonds and Notes <sup>(1)</sup> .....	¥4,032	\$39,184
Net Assets:		
Common Stock and Preferred Stocks .....	1,404	13,642
Capital Surplus .....	2,286	22,219
Retained Earnings .....	1,951	18,959
Total Shareholders' Equity .....	5,642	54,820
Net Unrealised Gains on Other Securities, net of Taxes .....	614	5,970
Net Deferred Hedge Gains, net of Taxes .....	(3)	(35)
Revaluation Reserve for Land, net of Taxes .....	140	1,367
Foreign Currency Translation Adjustments .....	(32)	(311)
Remeasurements of Defined Benefit Plans .....	(9)	(95)
Total Accumulated Other Comprehensive Income .....	709	6,895
Minority Interests .....	1,544	15,004
Total Net Assets <sup>(2)</sup> .....	<u>¥7,896</u>	<u>\$76,720</u>
Reserves:		
Allowance for Possible Losses on Loans .....	¥597	\$5,803
Allowance for Possible Losses on Investments .....	0	0
Reserve for Bonus Payments .....	21	211
Net Defined Benefit Liability .....	5	55
Reserve for Retirement Benefits for Directors and Corporate Auditors .....	0	3
Reserve for Possible Losses on Sales of Loans and Bills Discounted...	1	12
Reserve for Contingencies .....	6	61
Reserve for Reimbursement of Deposits .....	15	148
Reserve for Reimbursement of Debentures .....	54	533

Total Reserves .....	¥702	\$6,830
----------------------	------	---------

Notes:

- (1) MHBK issued an aggregate amount of ¥90 billion of senior notes in April 2014 and issued an aggregate amount of ¥80 billion of senior notes in July 2014. Also, MHBK issued senior notes in an aggregate amount of US\$3.0 billion in April 2014 and in an aggregate amount of US\$2.5 billion in September 2014.
- (2) Details of MHBK's share capital as at 31 March 2014 were as follows:  
 Authorised 33,150,000 shares (comprised 28,000,000 common stock and 5,150,000 preferred stock)  
 Issued 19,911,223 fully-paid shares (comprised 16,151,573 fully-paid common stock, representing 57 per cent. of authorised common stock and 3,759,650 fully-paid preferred stock, representing 73 per cent. of authorised preferred stock)
- (3) U.S. dollar amounts are shown solely for convenience and are calculated at the rate of ¥102.92 to U.S.\$1, the prevailing rate of exchange at 31 March 2014.
- (4) Amounts less than one billion yen have been disregarded. As a result, the totals in yen do not necessarily agree with the sum of the individual amounts. U.S. dollar amounts have been adjusted accordingly.

### Summary of Financial Information

Set out below is a summary of, and has been extracted from the English translation of the Japanese language audited consolidated financial statements of MHBK as at and for the years ended 31 March 2013 and 2014.

	As at and for the years ended 31 March			
	2013	2013	2014	2014
	(billions of yen)	(millions of U.S. dollars)	(billions of yen)	(millions of U.S. dollars)
Balance Sheet data:				
Total Assets .....	¥104,051	\$1,010,995	¥149,043	\$1,448,146
Total Liabilities.....	98,692	958,920	141,147	1,371,425
Total Net Assets.....	5,359	52,074	7,896	76,720
Statement of Income data <sup>(4)</sup> :				
Ordinary Income .....	1,547	15,037	2,020	19,636
Ordinary Expenses .....	1,189	11,555	1,255	12,197
Income before Income Taxes and				
Minority Interests.....	328	3,192	769	7,473
Net Income.....	259	2,525	488	4,748

Notes:

- (1) U.S. dollar amounts are shown solely for convenience and are calculated at the rate of ¥102.92 to U.S.\$1, the prevailing rate of exchange at 31 March 2014.
- (2) Amounts less than one billion yen have been disregarded. U.S. dollar amounts have been adjusted accordingly.
- (3) Ordinary Income and Ordinary Expenses exclude Extraordinary Gains (¥16 billion for the year ended 31 March 2013 and ¥12 billion for the year ended 31 March 2014) and Extraordinary Losses (¥46 billion for the year ended 31 March 2013 and ¥9 billion for the year ended 31 March 2014), respectively.
- (4) Statement of income figures for the year ended 31 March 2013 represent the operating results of MHC B for the whole of such year, whereas figures for the year ended 31 March 2014 represent the operating results of MHC B for the first quarter and of MHBK for the second, third and fourth quarters of such year ended 31 March 2014. Former MHBK's statement of income data for the first quarter of the year ended 31 March 2014 have not been included in the statement of income figures of MHBK for the year ended 31 March 2014. Please see "Recent Business" below.

## Former MHBK

Set out below is a summary of, and has been extracted from the English translation of the Japanese language audited consolidated financial statements of Former MHBK as at and for the year ended 31 March 2013.

	<b>As at and for the year ended 31 March</b>	
	<b>2013</b>	<b>2013</b>
	(billions of yen)	(millions of U.S. dollars)
Balance Sheet:		
Total Assets .....	¥78,118	\$759,017
Total Liabilities.....	75,076	729,460
Total Net Assets.....	3,042	29,556
Statement of Income:		
Ordinary Income .....	1,212	11,777
Ordinary Expenses .....	883	8,587
Income before Income Taxes and Minority Interests .....		
	326	3,171
Net Income.....	278	2,707

### Notes:

- (1) U.S. dollar amounts are shown solely for convenience and are calculated at the rate of ¥102.92 to U.S.\$1, the prevailing rate of exchange at 31 March 2014.
- (2) Amounts less than one billion yen have been disregarded. U.S. dollar amounts have been adjusted accordingly.
- (3) Ordinary Income and Ordinary Expenses exclude ¥30 billion of Extraordinary Gains and ¥32 billion of Extraordinary Losses, respectively.

## Recent Business

In the year ended 31 March, 2014, the gradual recovery in the global economy continued, although weakness in the recovery is seen in some regions, and is expected to continue particularly in the major industrialised countries. In the United States, signs of recovery in the economy have been seen in the form of improved production and employment as a whole as well as steady consumption. It is expected that the gradual recovery in the economy will continue, with a reduction in the downward pressure on the fiscal front, while the possible effects of the scaling back of monetary easing policy requires continued monitoring. In Europe, the economy is on a recovery trend with a continuing steady recovery in the United Kingdom and improved business conditions in the Euro area. Although it is expected that the economies of the region, led by exports and production, will continue to follow a track to recovery, the effect of the unstable situation in Ukraine as well as the effects of debt problems and high unemployment rates require continued monitoring. In Asia, the economy is strong as a whole due to favorable results in exports with the continuing recovery in the major industrialised countries. In China, although the economy continues to expand in a stable manner, the growth rate has declined compared to recent historic levels, and a possible further slowdown may occur as the growth rate of investments in manufacturing and real estate declined due mainly to adjustment pressures on capital assets, including those as a result of excess capacity. With respect to other emerging countries, there are concerns that the momentum for economic growth will be lost for the time being due to a tendency toward tight monetary policies against the backdrop of concerns over currency depreciation and inflation in some regions, including outside Asia. In Japan, the economy has been recovering gradually due to improved export profitability resulting from the weaker Japanese yen and the positive effects of the expansionary fiscal and

monetary policies adopted by the Japanese government. Although some negative impact from the April 2014 consumption tax increase was observed, the Japanese economy is expected to pick up along with the gradual recovery of the global economy.

Under the foregoing operating environment, MHBK's audited consolidated financial results for the year ended 31 March 2014 were as follows.

	<b>Year ended 31 March 2014</b>
	(billions of yen)
Ordinary Income.....	¥2,020
Ordinary Expenses .....	1,255
Ordinary Profits .....	765
Net Interest Income .....	933
Net Fee and Commission Income.....	309
Net Trading Income.....	48
Net Other Operating Income .....	49
Extraordinary Gains .....	12
Extraordinary Losses .....	9
Income before Income Taxes and Minority Interests .....	769
Current Income Taxes.....	87
Refund of Income Taxes.....	3
Deferred Income Taxes.....	133
Minority Interests in Net Income.....	63
Net Income .....	488

Note:

- (1) Figures represent the performance of MHC B for the first quarter, and the performance of MHBK for the second, third and fourth quarters. Former MHBK's statement of income data for the first quarter of the year ended 31 March 2014 have not been included.

The following table sets out selected consolidated income data of Former MHBK for the three months ended 30 June 2013. These figures have not been included in MHBK's statement of income for the year ended 31 March 2014, and have not been audited or reviewed by the independent auditors of Former MHBK or MHBK.

	<b>Three months ended 30 June 2013</b>
	(billions of yen)
Ordinary Profits.....	¥81
Net Interest Income .....	132
Net Fee and Commission Income.....	39
Net Trading Loss .....	(6)
Net Other Operating Income	32

**Three months ended 30 June  
2013**

(billions of yen)

Income before Income Taxes and Minority Interests .....	80
Minority Interests in Net Income.....	(4)
Net Income .....	88

### **Enhancing MHBK's Group Governance**

On 27 September 2013, MHBK received a business improvement order from the FSA identifying certain serious problems in its posture toward administrative control, internal control and legal/regulatory compliance relating to transactions with anti-social elements with respect to certain domestic captive loan transactions with an affiliated consumer credit company. MHBK refers to "captive loans" as loans made by financial institutions to customers and guaranteed by a consumer credit company following a screening and approval of the customer's application by the consumer credit company. Furthermore, on 26 December 2013, based on the results of reports by MHFG and MHBK in the course of related inspections by the FSA, both MHFG and MHBK received subsequent business improvement orders from the FSA, including an order for MHBK to suspend for a one-month period from 20 January 2014 to 19 February 2014 all new credit-offering transactions of the captive loan operations in question. MHFG and MHBK have taken this incident very seriously, and both MHFG and MHBK have been implementing measures to strengthen efforts to eliminate any connections with anti-social elements and further enhance the group governance in accordance with the business improvement plans submitted by MHFG and MHBK to the FSA on 17 January 2014. "Anti-social elements" is a term commonly used in Japan to refer to groups or individuals that pursue economic profits through the use of violence, threats and fraud.

### **Outlook**

Neither MHBK nor MHFG is able to predict with certainty the financial results of MHBK, MHFG and their respective consolidated subsidiaries taken as a whole for the year ending 31 March 2015. However in May 2014 MHFG published an earnings plan of the operating results of MHBK on a non-consolidated basis for the year ending 31 March 2015. This earnings plan indicated that net business profits (before provision for general reserve for possible losses on loans) will increase but ordinary profits and net income will decrease from those for the previous year (i.e. the aggregated figures of MHCBC and Former MHBK as to the first quarter, and the figures of MHBK for the second, third and fourth quarters).

The earnings plan published in May 2014 was based on the information which was available at the time of publication and upon assumptions of factors which may have an influence on future operating results. Actual results may differ materially from the earnings plan.

### **Management**

MHBK's Articles of Incorporation provide that it shall have not more than 15 Directors and not more than six Corporate Auditors. Directors and Corporate Auditors are elected at general meetings of shareholders, and their terms of office expire at the end of the ordinary general meeting of shareholders, relating to the last business year ending within a year (in the case of Directors) or four years (in the case of Corporate Auditors) from their election. Directors and Corporate Auditors may serve any number of consecutive terms.

The Board of Directors is responsible for the administration of the affairs of MHBK and determines its business policy and other important matters. The Representative Directors, who are authorised individually to represent MHBK, are elected by a resolution of the Board of Directors. The President is appointed from among the directors by a resolution of the Board of Directors. The Board of Directors may, by its resolutions, appoint Chairpersons, Deputy Chairpersons, Deputy Presidents, Senior Managing Directors and Managing Directors from among the Directors.

The Corporate Auditors of MHBK are not required to be certified public accountants. The Corporate Auditors perform duties such as examining the consolidated and non-consolidated financial statements and business reports of MHBK to be submitted annually by a Representative Director to the general meetings of shareholders and respectively preparing his or her audit report based on such examination and a report of an Independent Auditor. They also have the statutory duty of supervising the administration by the Directors of MHBK's affairs. They are obliged to participate in the meetings of the Board of Directors and to express their opinions if it is deemed to be necessary, but are not entitled to vote.

MHBK must appoint, in addition to its Corporate Auditors, an independent certified public accountant or an audit corporation as an Independent Auditor at a general meeting of shareholders, who is under a statutory duty to examine the consolidated and non-consolidated financial statements of MHBK proposed by a Representative Director to be submitted to the general meeting of shareholders, and to report his or her opinion thereon to certain Corporate Auditors designated by the Board of Corporate Auditors to receive such report (if such Corporate Auditors are not designated, all Corporate Auditors) and the Directors designated to receive such report (if such Directors are not designated, the Directors who prepared the financial statements).

The Board of Corporate Auditors has a statutory duty to prepare and submit an audit report to the Independent Auditor and certain Directors designated to receive such report (if such Directors are not designated, the Directors who prepared the financial statements and the business report). A Corporate Auditor may note his opinion in the audit report if his opinion expressed in his or her audit report is different from the opinion expressed in the audit report issued by an Independent Auditor.

At present, the Directors and Corporate Auditors of MHBK are as follows:

<b>Title</b>	<b>Name</b>
President & CEO (Representative Director)	Nobuhide Hayashi
Deputy President (Representative Director)	Masaaki Kono
Deputy President	Yasunori Tsujita
Deputy President (Representative Director)	Kosuke Nakamura
Senior Managing Director (Representative Director)	Nobuyuki Fujii
Managing Director	Ryusuke Aya
Managing Director	Junichi Shinbo
Managing Director	Koji Fujiwara
Director	Hideyuki Takahashi
Director	Hirohisa Kashiwazaki
Director	Yasuhiro Sato
Director	Yukio Machida <sup>(1)</sup>
Director	Seiji Koga <sup>(1)</sup>
Corporate Auditor	Toshinari Iyoda
Corporate Auditor	Makoto Kimura

<b>Title</b>	<b>Name</b>
Corporate Auditor	Yuta Chiba
Corporate Auditor	Masami Ishizaka <sup>(2)</sup>
Corporate Auditor	Isao Imai <sup>(2)</sup>
Corporate Auditor	Toshiaki Hasegawa <sup>(2)</sup>

Notes:

- (1) Messers. Machida and Koga satisfy the requirements for an “outside director” under the Companies Act.
- (2) Messers. Ishizaka, Imai and Hasegawa satisfy the requirements for an “outside corporate auditor” under the Companies Act.

All the Directors and Corporate Auditors are engaged in the business of MHBK and its subsidiaries on a full-time basis, except for Messrs. Tsujita, Aya, Shinbo, Fujiwara, Takahashi, Sato, Machida, Koga, Ishizaka, Imai and Hasegawa. Messers. Tsujita, Aya, Shinbo, Fujiwara, Takahashi and Sato are a Director (full-time) of MHFG. Mr. Sato is also a Director of Mizuho Trust & Banking and Mizuho Securities. Messers. Machida, Koga, Imai and Hasegawa are an attorney-at-law. Mr. Ishizaka is a chairman of Okura Zaimu Kyokai. The business address of the Directors is 5-5, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-8176.

Further, MHBK has in place an Executive Officer System in order to separate management decisions from execution thereof and to clarify the authority and responsibility of management of the company. The President controls the business of MHBK and its subsidiaries as the chief executive officer in the execution of the business based on the basic management policy decided by the Board of Directors.

## **JAPANESE GOVERNMENT SUPERVISION AND REGULATION**

### **Financial Services Agency**

Under the Banking Act of Japan (Act No.59 of 1981) (as amended) (the “Banking Act”), the Prime Minister has supervisory control over banks in Japan and has delegated certain supervisory control over the banks in Japan to the Commissioner of the Financial Services Agency (the “CFSA”).

Under the Banking Act the CFSA’s supervisory control over banks in Japan extends to various areas, including approval of reductions in capital, approval of establishment or closure of offices overseas, approval of mergers, corporate splits or business transfers, and approval of liquidations or discontinuations of business by existing banks. The CFSA also has the authority to instruct Japanese banks to suspend their business or to remove directors if such banks violate laws, other regulations or their articles of incorporation or commit acts contrary to public policy and, in the case of Japanese banks which are in financial difficulty, to direct such banks to submit certain property to be held for the protection of depositors and to issue such other orders as it may deem necessary.

### **Capital Adequacy**

The capital adequacy guidelines applicable to Japanese banks and bank holding companies with international operations supervised by the Financial Services Agency closely follow the risk-adjusted approach proposed by the Bank for International Settlements and are intended to further strengthen the soundness and stability of Japanese banks. Under the risk-based capital framework of these guidelines, balance sheet assets and off-balance-sheet exposures are assessed according to broad categories of relative risk, based primarily on the credit risk of the counterparty, country transfer risk and the risk regarding the category of transactions.

In December 2010, the Basel Committee on Banking Supervision issued its Basel III rules text, which builds on the International Convergence of Capital Measurement and Capital Standards document (“Basel III”), to strengthen the regulation, supervision, and risk management of the banking sector. Basel III text presents the details of global regulatory standards on bank capital adequacy and liquidity. The rules text sets out higher and better-quality capital, better risk coverage, the introduction of a leverage ratio as a backstop to the risk-based requirement, measures to promote the build-up of capital that can be drawn down in periods of stress, and the introduction of two global liquidity standards.

The Financial Services Agency’s revisions to its capital adequacy guidelines became effective from 31 March 2013, which generally reflect rules in the Basel III text that have been applied from 1 January 2013.

Under the revised guidelines, the minimum capital adequacy ratio is 8 per cent. on both a consolidated and non-consolidated basis for banks with international operations, such as MHBK, or on a consolidated basis for bank holding companies with international operations, such as MHFG. Within the minimum capital adequacy ratio, the Common Equity Tier 1 capital requirement is 4.0 per cent., which will be raised in phases to 4.5 per cent. when fully effective in March 2015, and the Tier 1 capital requirement is 5.5 per cent., which will be raised in phases to 6 per cent. when fully effective in March 2015.

### **Prompt Corrective Action and Precautionary Measures**

Under the prompt corrective action (“PCA”) system, which was introduced in April 1998, the CFSA may take certain corrective actions if a Japanese financial institution, including MHBK, fails to maintain the required risk-adjusted capital ratios. These actions include (i) requiring a financial institution to formulate and implement reform measures, (ii) requiring it to reduce its assets or take other specific actions and (iii) issuing



an order to suspend all or part of its business operations. The PCA system also requires financial institutions to establish “self-assessment” programmes. Financial institutions, including MHBK, are required to analyse their assets giving due consideration to accounting principles and other applicable rules and to classify their assets into various categories taking into account the likelihood of repayment and the risk of impairment to the value of the assets. These classifications will determine whether an addition to or reduction in reserves or write-offs is necessary.

In addition, a prompt warning system was introduced in December 2002 to enable the CFSA to take precautionary measures to maintain and promote the sound operations of financial institutions even before those financial institutions become subject to the PCA system.

### **Governmental Measures to Prevent Systemic Risk Arising from Troubled Institutions**

Under the Deposit Insurance Act (Act No. 34 of 1971) (as amended) (the “Deposit Insurance Act”), where the Prime Minister recognises that the failure of a bank which falls into any of (i) through (iii) below may cause an extremely grave problem in maintaining the financial order in Japan or the region where such bank operates (“systemic risk”), the Prime Minister may confirm to take any of the following measures: (i) if the bank does not fall into either of those described in (ii) or (iii), the Deposit Insurance Corporation (the “DIC”) may subscribe for shares or subordinated bonds of, or lend subordinated loans to the bank, or subscribe for shares of its parent holding company; (ii) if the bank may suspend or has suspended repayment of deposits or is unable to fully perform its obligations with its assets, financial aid exceeding the pay-off cost may be available; and (iii) if the bank may suspend or has suspended repayment of deposits and is unable to fully perform its obligations with its assets, and the systemic risk cannot be avoided by the measure mentioned in (ii) above, the DIC may acquire all of the bank’s shares.

In addition, where the Prime Minister recognises that the failure of a financial institution, including a bank, which falls into either of (a) or (b) below may cause significant disruption in the financial markets or other financial systems in Japan (“market systemic risk”), the Prime Minister may confirm to take any of the following measures; (a) if the financial institution is not a financial institution which is unable to fully perform its obligations with its assets, the DIC shall supervise the operation of the business of and the management and disposal of assets of that financial institution, and may provide it with loans or guarantees necessary to avoid the market systemic risk, or subscribe for shares or subordinated bonds of, or lend subordinated loans to it; and (b) if the financial institution is or may be unable to fully perform its obligations with its assets or has suspended or may suspend repayment of its obligations, the DIC shall supervise it, and may provide financial aid necessary to assist merger, business transfer or other reorganisation in respect to such failed financial institution. In case measures mentioned in (b) above are taken, the Prime Minister may order that the financial institution’s operation and assets be under the control of the DIC. The business and liabilities of that financial institution may also be transferred to a “bridge financial institution” established by the DIC for the purpose of the temporary maintenance and continuation of operations of, or repayment of the liabilities of, such financial institution, and the “bridge financial institution” will seek to transfer that financial institution’s business or liabilities to another financial institution.

In November 2013, the FSB published the latest list of global systemically important banks (“G-SIBs”), which includes MHFG. The list is annually updated by the FSB each November. In Japan, under the Comprehensive Guidelines for Supervision of Major Banks, etc., as part of crisis management, financial institutions identified as G-SIBs must prepare and submit a recovery plan, which includes the triggers to implement the recovery plan and an analysis of recovery options, to the Financial Services Agency, and the Financial Services Agency must prepare a resolution plan for each G-SIB.

## **Deposit Insurance System**

The DIC under the Deposit Insurance Act protects depositors in cases where financial institutions fail to meet their obligations. The DIC receives annual insurance premiums from insured banks. The effective premium rate from April 2010, which is the weighted average of the rate for Payment and Settlement Deposits (*kessaiyo-yokin*) (as defined in the Deposit Insurance Act and its related regulations) and for other deposits (“General Deposits, Etc.”) (*ippan-yokin-tou*), is 0.084 per cent.. However, for the fiscal years ended 31 March 2013 and 31 March 2014, because there were no insured bank failures, the effective premium rate of 0.07 per cent. was applied retroactively from the beginning of such fiscal years, and the amount paid in excess of such rates was respectively reimbursed to insured banks without interest. In addition, for the fiscal year ending 31 March 2015, while the effective premium rate is 0.084 per cent., if there are no insured bank failures, the effective premium rate of 0.074 per cent. will be applied retroactively from the beginning of such fiscal year, and the amount paid in excess of such rate will be reimbursed to insured banks without interest.

These insurance premiums may be paid out in case of a suspension of repayment of deposits, a banking licence revocation or the dissolution or bankruptcy of a bank. Payouts to General Deposits, Etc. are limited to a maximum of ¥10,000,000 of the principal amount together with any interest accrued related to such principal amount with respect to each depositor, while payouts to the principal of Payment and Settlement Deposits are protected in full.

Financial institutions such as, among others, banks (including MHBK), trust banks, and credit associations participate in the deposit insurance system on a compulsory basis.

## **Capital Injection by the Government**

With respect to capital injection by the Government and the Bank of Japan, the Strengthening Financial Functions Act of Japan (Act No. 128 of 2004) (as amended) was enacted on 18 June 2004 in order to establish a scheme of public money injection into financial institutions and thereby enhance the soundness of such financial institutions on or prior to 31 March 2008 and revitalise economic activities in the regions where they do business. On 17 December 2008, certain amendments to the Strengthening Financial Functions Act took effect. These amendments relaxed certain requirements for public money injection into Japanese banks and bank holding companies and other financial institutions under the prior scheme and extended the period of application therefor, which had expired on 31 March 2008, to 31 March 2012. These amendments aim to promote not only the soundness of such financial institutions but also loans or other forms of credit extended to small and medium-sized enterprises in order to revitalise local economies. The period of application was extended to 21 March 2017 by further amendments to the Strengthening Financial Functions Act in 2011.

## **The Bank of Japan**

Certain financial institutions in Japan such as city banks (including MHBK), regional banks, trust banks and long-term credit banks maintain deposits with the Bank of Japan, the Japanese central bank, and rely substantially upon obtaining borrowings from, and rediscounting bills with, the Bank of Japan. Each bank enters into an agreement with the Bank of Japan under which the latter reserves the right to examine the affairs of the bank.

## TAXATION

The following is a general guide and should be treated with appropriate caution. Prospective purchasers who are in any doubt as to their tax position should consult their own professional advisers.

### Japan

*The following is a general description of certain Japanese tax aspects of the Notes and does not purport to be a comprehensive description of the tax aspects of the Notes. Prospective purchasers should note that, although the general tax information on Japanese taxation is described hereunder for convenience, the statements below are general in nature and not exhaustive.*

*Prospective purchasers are advised to consult their own legal, tax, accountancy or other professional advisers in order to ascertain their particular circumstances regarding taxation. Prospective purchasers should note that the Japanese tax treatment with respect to certain types of Notes (including, but not limited to, Equity Linked Notes and Index Linked Notes) is not clear. Accordingly the actual Japanese tax treatment of certain types of Notes may be different from the treatment described below. Further, the statements below are based on current tax laws and regulations in Japan and current tax treaties executed by Japan all as in effect on the date hereof and all of which are subject to change or differing interpretations (possibly with retroactive effect). Neither such statements nor any other statements in this Base Prospectus are to be regarded as advice on the tax position of any beneficial owner of the Notes or any person purchasing, selling or otherwise dealing in the Notes or any tax implication arising from the purchase, sale or other dealings in respect of the Notes.*

#### **Capital Gains, Stamp Tax and Other Similar Taxes, Inheritance and Gift Taxes**

Gains derived from the sale of Notes outside Japan by an individual non-resident of Japan or a non-Japanese corporation having no permanent establishment within Japan are, in general, not subject to Japanese income tax or corporate tax.

No stamp, issue, registration or similar taxes or duties will, under current Japanese law, be payable in Japan by Noteholders in connection with the issue of the Notes, nor will such taxes be payable by Noteholders in connection with their transfer if such transfer takes place outside Japan.

Japanese inheritance tax or gift tax at progressive rates may be payable by an individual, wherever resident, who has acquired Notes from another individual as legatee, heir or donee.

#### **Interest Payments**

*The following description of Japanese taxation (limited to national taxes) applies exclusively to interest on the Notes and (i) any issue differential, meaning any difference between the issue price of the Notes bearing interest and the amount which the holder receives upon redemption of such interest-bearing Notes, which is payable on or before 31 December 2015 or (ii) any redemption gain, meaning any difference between the acquisition price of the interest-bearing Notes of the holder and the amount which the holder receives upon redemption of such interest-bearing Notes, which is payable on or after 1 January 2016 (collectively, “Issue Differential”), where such Notes are issued outside Japan on or after 1 April 2010 and payable outside Japan. It does not address the tax treatment of the original issue discount of Notes that fall under “discounted bonds” as prescribed by the Special Taxation Measures Act. In addition, the following description assumes that, on or after 1 January 2016, only global notes are issued for the Notes, and no definitive notes and coupons are issued so that they are independently traded, in which case different tax consequences may apply. It is not intended to be exhaustive and prospective purchasers are recommended to consult their tax advisers as to their exact tax position.*

## 1 Non-resident Investors

If the recipient of interest on the Notes or of the Issue Differential with respect to interest-bearing Notes is an individual non-resident of Japan or a non-Japanese corporation for Japanese tax purposes, as described below, the Japanese tax consequences on such individual non-resident of Japan or non-Japanese corporation are significantly different depending upon whether such individual non-resident of Japan or non-Japanese corporation is a specially-related person of the Issuer (as defined below) or whether such Notes are Taxable Linked Notes (as defined below). Most importantly, if such individual non-resident of Japan or non-Japanese corporation is a specially-related person of the Issuer (as defined below) or if such Notes are Taxable Linked Notes (as defined below), income tax at the rate of 15.315 per cent. of the amount of such interest will be withheld by the Issuer under Japanese tax law.

### 1.1 Notes other than Taxable Linked Notes

This paragraph 1.1 applies only to the Notes that are not Taxable Linked Notes.

#### 1.1.1 Interest

- (1) If the recipient of interest on the Notes is an individual non-resident of Japan or a non-Japanese corporation having no permanent establishment within Japan or having a permanent establishment within Japan but where the receipt of the interest on the Notes is not attributable to the business of such individual non-resident of Japan or non-Japanese corporation carried on within Japan through such permanent establishment, no Japanese income tax or corporate tax is payable with respect to such interest whether by way of withholding or otherwise, if such recipient complies with certain requirements, *inter alia*:
  - (i) if the relevant Notes or Coupons are held through a certain participant in an international clearing organisation such as Euroclear and Clearstream, Luxembourg or a certain financial intermediary prescribed by the Special Taxation Measures Act and the relevant cabinet order thereunder (the “Cabinet Order”, together with the Special Taxation Measures Act and the ministerial ordinance and other regulations thereunder, the “Act”) (each, a “Participant”), the requirement to provide, at the time of entrusting a Participant with the custody of the relevant Notes, certain information prescribed by the Law to enable the Participant to establish that the recipient is exempt from the requirement for Japanese tax to be withheld or deducted (the “Interest Recipient Information”), and to advise the Participant if such individual non-resident of Japan or non-Japanese corporation ceases to be so exempted (including the case where it became a specially-related person of the Issuer (as defined below)); and
  - (ii) if the relevant Notes or Coupons relating thereto are not held by a Participant, the requirement to submit to the relevant Paying Agent a written application for tax exemption (*Hikazei Tekiyo Shinkokusho*) (the “Written Application for Tax Exemption”), together with certain documentary evidence.

Failure to comply with such requirements described above including the case where the Interest Recipient Information is not duly communicated as required under the Law will result in the withholding by the Issuer of income tax at the rate of 15.315 per cent. of the amount of such interest.

- (2) If the recipient of interest on the Notes is an individual non-resident of Japan or a non-Japanese corporation having a permanent establishment within Japan and the receipt of interest is attributable to the business of such individual non-resident of Japan or non-Japanese corporation carried on within Japan through such permanent establishment, such interest will not be subject to a 15.315 per cent. withholding tax by the Issuer, if the recipient provides the Interest Recipient Information or submits the Written Application for Tax Exemption as set out in paragraph 1.1.1(1) above. Failure to do so will result in the withholding by the Issuer of income tax at the rate of 15.315 per cent. of the amount of such interest. The amount of such interest will be aggregated with the recipient's other Japanese source income and will be subject to regular income tax or corporate tax, as appropriate.
- (3) Notwithstanding paragraphs 1.1.1(1) and (2) above, if an individual non-resident of Japan or a non-Japanese corporation mentioned above is a person who has a special relationship with the Issuer (that is, in general terms, a person who directly or indirectly controls or is directly or indirectly controlled by, or is under direct or indirect common control with, the Issuer) within the meaning prescribed by the Cabinet Order under Article 6, Paragraph 4 of the Special Taxation Measures Act (such person is referred to as a "specially-related person of the Issuer") as of the beginning of the fiscal year of the Issuer in which the relevant Interest Payment Date falls, the exemption from Japanese withholding tax on interest mentioned above will not apply, and income tax at the rate of 15.315 per cent. of the amount of such interest will be withheld by the Issuer. If such individual non-resident of Japan or non-Japanese corporation has a permanent establishment within Japan, regular income tax or corporate tax, as appropriate, collected otherwise by way of withholding, will apply to such interest under Japanese tax law.
- (4) If an individual non-resident of Japan or a non-Japanese corporation (regardless of whether it is a specially-related person of the Issuer) is subject to Japanese withholding tax with respect to interest on the Notes under Japanese tax law, a reduced rate of withholding tax or exemption from such withholding tax may be available under the relevant income tax treaty between Japan and the country of tax residence of such individual non-resident of Japan or non-Japanese corporation. As of the date of this document, Japan has income tax treaties, conventions or agreements whereby the above-mentioned withholding tax rate is reduced, generally to 10 per cent. with, *inter alia*, Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Luxembourg, the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, the United Kingdom and the United States of America. Under the income tax treaty between Japan and the United States of America, certain limited categories of qualified United States residents receiving interest on the Notes may, subject to compliance with certain procedural requirements under Japanese law, be fully exempt from Japanese withholding tax for interest on the Notes. Under the income tax treaties with the United Kingdom, France, Australia, the Netherlands and Switzerland, similar exemptions to those provided in the income tax treaty between Japan and the United States of America will be available (provided that no exemption will apply to pension funds in the case of Australia). Japan and the United States of America have recently signed a protocol

amending the current tax treaty between the two governments, whereby interest paid to qualified United States residents is expected to be generally exempt from Japanese withholding tax. An amending protocol having substantially the same effect has also been signed with the United Kingdom. However, these amending protocols have not yet entered into force. In order to avail themselves of such reduced rate of, or exemption from, Japanese withholding tax under any applicable income tax treaty, individual non-residents of Japan or non-Japanese corporations which are entitled, under any applicable income tax treaty, to a reduced rate of, or exemption from, Japanese withholding tax on payment of interest by the Issuer are required to submit an Application Form for Income Tax Convention regarding Relief from Japanese Income Tax on Interest (as well as any other required forms and documents) in advance through the Issuer to the relevant tax authority before payment of interest.

- (5) Under the Law, (a) if an individual non-resident of Japan or a non-Japanese corporation that is a beneficial owner of the Notes becomes a specially-related person of the Issuer, or an individual non-resident of Japan or a non-Japanese corporation that is a specially-related person of the Issuer becomes a beneficial owner of the Notes, and (b) if such Notes are held through a Participant, then such individual non-resident of Japan or non-Japanese corporation should notify the Participant of such change in status by the immediately following Interest Payment Date of the Notes. As described in paragraph 1.1.1(3) above, as the status of such individual non-resident of Japan or non-Japanese corporation as a specially-related person of the Issuer for Japanese withholding tax purposes is determined based on the status as of the beginning of the fiscal year of the Issuer in which the relevant Interest Payment Date falls, such individual non-resident of Japan or non-Japanese corporation should, by such notification, identify and advise the Participant of the specific Interest Payment Date on which Japanese withholding tax starts to apply with respect to such individual non-resident of Japan or non-Japanese corporation as being a specially-related person of the Issuer.

#### **1.1.2 Issue Differential**

- (1) If the recipient of the Issue Differential with respect to interest-bearing Notes is an individual non-resident of Japan or a non-Japanese corporation having no permanent establishment within Japan or having a permanent establishment within Japan but where the receipt of such Issue Differential is not attributable to the business of such individual non-resident of Japan or non-Japanese corporation carried on within Japan through such permanent establishment, no income tax or corporate tax is payable by way of withholding or otherwise with respect to such Issue Differential.
- (2) If the recipient of the Issue Differential with respect to interest-bearing Notes is an individual non-resident of Japan or a non-Japanese corporation having a permanent establishment within Japan and the receipt of such Issue Differential is attributable to the business of such individual non-resident of Japan or non-Japanese corporation carried on within Japan through such permanent establishment, such Issue Differential will not be subject to any withholding tax but will be aggregated with the recipient's other Japanese source income which is

subject to Japanese taxation and subject to regular income tax or corporate tax, as appropriate.

- (3) Notwithstanding paragraphs 1.1.2(1) and (2) above, if an individual non-resident of Japan or a non-Japanese corporation mentioned above is a specially-related person of the Issuer as of the beginning of the fiscal year of the Issuer in which such individual non-resident of Japan or non-Japanese corporation acquired such Notes, the Issue Differential will not be subject to withholding tax but will be subject to regular income tax or corporate tax, as appropriate, under Japanese tax law, regardless of whether such individual non-resident of Japan or non-Japanese corporation has a permanent establishment within Japan; provided that exemption may be available under the relevant income tax treaty.

## **1.2 Taxable Linked Notes**

“Taxable Linked Notes” means those Notes of which the amount of interest is to be calculated by reference to certain indexes (as prescribed by the Cabinet Order under Article 6, Paragraph 4 of the Special Taxation Measures Act) relating to the Issuer or a specially-related person of the Issuer, such indexes including the amount of profits or gross revenues relating to the business of, the fair market value of assets owned by, or the amount of dividends or other distributions paid by, the Issuer or a specially-related person of the Issuer. If the Notes are Taxable Linked Notes:

- (1) The exemption from Japanese withholding tax on interest mentioned in paragraphs 1.1.1(1) and (2) above will not apply to an individual non-resident of Japan or a non-Japanese corporation (even if it is not a specially-related person of the Issuer), and income tax at the rate of 15.315 per cent. of the amount of such interest will be withheld by the Issuer. A reduced rate of withholding tax or exemption from withholding tax may be available under the relevant income tax treaty, as described in paragraph 1.1.1(4) above. If an individual non-resident of Japan or a non-Japanese corporation has a permanent establishment within Japan, regular income tax or corporate tax, as appropriate, collected otherwise by way of withholding, will apply to such interest under Japanese tax law.
- (2) The Issue Differential will not be subject to withholding tax but will be subject to regular income tax or corporate tax, as appropriate, under Japanese tax law, regardless of whether an individual non-resident of Japan or a non-Japanese corporation has a permanent establishment within Japan; provided that exemption may be available under the relevant income tax treaty.

## **2 Resident Investors**

If the recipient of interest on the Notes is an individual resident of Japan or a Japanese corporation for Japanese tax purposes, as described below, regardless of whether such recipient is a specially-related person of the Issuer or whether the Notes are Taxable Linked Notes, in addition to any applicable local tax, income tax will be withheld at the rate of 15.315 per cent. of (i) the amount of such interest, if such interest is paid to an individual resident of Japan or a Japanese corporation (except for a Designated Financial Institution (as defined below) which complies with the requirement for tax exemption under Article 6, Paragraph 9 of the Special Taxation Measures Act) (except as provided in item (ii) below) or (ii) the amount of such interest minus the amount provided in the Cabinet Order relating to Article 3-3, Paragraph 6 of the Special Taxation Measures Act, if such interest is paid to a Public Corporation (as defined below) or a Specified Financial Institution (as defined below) through the Japanese Custodian (as defined below) in compliance with the requirement for tax exemption under Article 3-3, Paragraph 6 of the Special Taxation Measures Act (On or after 1 January 2016, notwithstanding item (ii) above, no

amount of interest is subject to withholding tax, if such interest is paid to a Public Corporation (as defined below) or a Specified Financial Institution (as defined below) through the Japanese Custodian (as defined below) in compliance with the requirement for tax exemption under Article 3-3, Paragraph 6 of the Special Taxation Measures Act). In addition to the withholding tax consequences upon resident investors as explained in this section 2, resident investors should consult their own tax advisors regarding their regular income tax or corporate tax consequences other than by way of withholding, bearing in mind, especially for individual residents of Japan, the change to the taxation regime of Notes taking effect on 1 January 2016.

## 2.1 Interest

- (1) If an individual resident of Japan or a Japanese corporation (other than a Specified Financial Institution (as defined below) or a Public Corporation (as defined below), who complies with the requirement as referred to in paragraph 2.1(2) below) receives payments of interest on the Notes through certain Japanese payment handling agents (each a “Japanese Payment Handling Agent”), income tax at the rate of 15.315 per cent. of the amount of such interest will be withheld by the Japanese Payment Handling Agent rather than by the Issuer. As the Issuer is not in a position to know in advance the recipient’s status, the recipient of interest falling within this category should inform the Issuer through a Paying Agent of its status in a timely manner. Failure to so inform may result in double withholding.
- (2) If the recipient of interest on the Notes is a Japanese public corporation or a Japanese public-interest corporation designated by the relevant law (*Kokyohojin tou*) (a “Public Corporation”) or a Japanese bank, a Japanese insurance company, a Japanese financial instruments business operator or other Japanese financial institution falling under certain categories prescribed by the relevant Cabinet Order under Article 3-3, Paragraph 6 of the Special Taxation Measures Act (each, a “Specified Financial Institution”) that keeps its Notes deposited with, and receives the interest through, a Japanese Payment Handling Agent with custody of the Notes (the “Japanese Custodian”) and such recipient submits through such Japanese Custodian to the competent tax authority the report prescribed by the Law, no withholding tax is levied on (i) (if interest is to be paid on or before 31 December 2015) such portion of interest as is prescribed by the relevant Cabinet Order as that which is corresponding to the period the Notes were held by such recipient or (ii) (if interest is to be paid on or after 1 January 2016) the full amount of interest. However, since the Issuer is not in a position to know in advance the recipient’s such tax exemption status, the recipient of interest falling within this category should inform the Issuer through a Paying Agent of its status in a timely manner. Failure to so notify the Issuer may result in the withholding by the Issuer of a 15.315 per cent. income tax. Any amount of interest received by such Public Corporation or Specified Financial Institution in excess of the non-taxable portion described above is subject to income tax of 15.315 per cent. of such excess amount to be withheld by the Japanese Custodian.
- (3) If an individual resident of Japan or a Japanese corporation (except for a Designated Financial Institution (as defined below) which complies with the requirements described in paragraph 2.1(4) below) receives interest on the Notes not through a Japanese Payment Handling Agent, income tax at the rate of 15.315 per cent. of the amount of such interest will be withheld by the Issuer.
- (4) If a Japanese bank, Japanese insurance company, Japanese financial instruments business operator or other Japanese financial institution falling under certain categories prescribed



by the Cabinet Order under Article 6, Paragraph 9 of the Special Taxation Measures Act (each, a “Designated Financial Institution”) receives interest on the Notes not through a Japanese Payment Handling Agent and such recipient complies with the requirement, *inter alia*, to provide the Interest Recipient Information or to submit the Written Application for Tax Exemption as referred to in paragraph 1.1.1(1) above, no withholding tax will be imposed.

## **2.2 Issue Differential**

If the recipient of the Issue Differential with respect to interest-bearing Notes is an individual resident of Japan or a Japanese corporation, such Issue Differential will not be subject to any withholding tax.

## **3 Special Additional Tax for Reconstruction From the Great East Japan Earthquake**

Due to the imposition of a special additional withholding tax of 0.315 per cent. (or 2.1 per cent. of 15 per cent.) to secure funds for reconstruction from the Great East Japan Earthquake, the withholding tax rate has been effectively increased to 15.315 per cent. during the period beginning on 1 January 2013 and ending on 31 December 2037. There is also a special additional tax imposed upon regular income tax and corporate tax, due other than by way of withholding, for all pertinent tax payers, including individual non-residents of Japan and non-Japanese corporations, as referred to in the foregoing descriptions, for a certain period.

## **EU Directive on the Taxation of Savings Income**

EC Council Directive 2003/48/EC on the taxation of savings income (the “Savings Directive”) requires each Member State to provide to the tax authorities of other Member States details of payments of interest or other similar income paid by a person established within its jurisdiction to (or for the benefit of) an individual resident, or certain other types of entity established, in that other Member State, except that Austria and Luxembourg will instead impose a withholding system for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld) unless during such period they elect otherwise. The Luxembourg government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information with effect from 1 January 2015.

The Council of the European Union has adopted a Directive (the “Amending Directive”), which will, when implemented, amend or broaden the scope of the requirements of the Savings Directive described above. The Amending Directive will expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities, and the circumstances in which payments must be reported or paid subject to withholding. For example, payments made to (or for the benefit of) (i) an entity or legal arrangement effectively managed in an EU Member State that is not subject to effective taxation, or (ii) a person, entity or legal arrangement established or effectively managed outside of the EU (and outside any third country or territory that has adopted similar measures to the Savings Directive) which indirectly benefit an individual resident in an EU Member State, may fall within the scope of the Savings Directive, as amended. The Amending Directive requires EU Member States to adopt national legislation necessary to comply with it by 1 January 2016, which legislation must apply from 1 January 2017.

## **The Proposed Financial Transactions Tax ("FTT")**

In February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “participating Member States”).

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission’s Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The proposed FTT remains subject to negotiation between the participating Member States, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

## **U.S. Foreign Account Tax Compliance Withholding**

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL INCOME TAX ISSUES IN THIS BASE PROSPECTUS IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY ANY PERSON FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH PERSON UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY THE ISSUER IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE ISSUER OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) PROSPECTIVE PURCHASERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

Pursuant to FATCA, the Issuer and other non-U.S. financial institutions through which payments on the Notes are made may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, payments made after 31 December 2016 in respect of (i) any Notes issued or materially modified on or after the later of (a) 1 July 2014, and (b) the date that is six months after the date on which the final regulations applicable to “foreign passthru payments” are filed in the Federal Register and (ii) any Notes which are treated as equity for U.S. federal tax purposes, whenever issued. Under existing guidance, this withholding tax may be triggered on payments on the Notes if (i) the Issuer is a foreign financial institution (“FFI”) (as defined in FATCA) which enters into and complies with an agreement (an “FFI Agreement”) with the U.S. Internal Revenue Service (“IRS”) to provide certain information on its account holders (making the Issuer a “Participating FFI”), (ii) the Issuer is required to withhold on “foreign passthru payments”, and (iii)(a) an investor does not provide information sufficient for the relevant Participating FFI to determine whether the investor is subject to withholding under FATCA, or (b) any FFI to or through which payment on such Notes is made is not a Participating FFI or otherwise exempt from FATCA withholding.

Whilst the Notes are in global form and held within the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and the Common Depositary, given that each of the entities in the payment chain between the Issuer and the

participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an intergovernmental agreement will be unlikely to affect the securities. It is possible that the Notes may be exchanged into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to withholding. However, definitive Notes will only be printed in remote circumstances.

## **SUBSCRIPTION AND SALE**

The Programme Dealers have in a programme agreement on 30 September 2014, and as supplemented and/or amended from time to time (the “Programme Agreement”) agreed with the Issuer a basis upon which the Programme Dealers may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “Form of the Notes” and “Terms and Conditions of the Notes” above. In the Programme Agreement, the Issuer has agreed to reimburse the Programme Dealers for certain of its expenses in connection with the establishment and maintenance of the Programme and the issue of Notes under the Programme.

### **United States**

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations made thereunder.

Each Dealer has represented and agreed that, except as permitted by the Programme Agreement, it will not offer, sell or deliver Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, as determined and certified by the Agent to such Dealer, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act and it will have sent to each Dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph and the preceding paragraph shall have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issue of Index Linked Notes and Dual Currency Notes will be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer or Dealers may agree as indicated in the applicable Final Terms. The Programme Dealer has agreed that it will offer, sell or deliver such Notes only in compliance with such additional U.S. selling restrictions.

### **European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), each Dealer has represented and agreed, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (i) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “Non-exempt Offer”), following the date of publication of a Base Prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such Base Prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such Base Prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (iii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression “offer of Notes to the public” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “Prospectus Directive” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

## **United Kingdom**

The Programme Dealer has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA would not apply to MHBK, if it was not an authorised person; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

## **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act and are subject to the Special Taxation Measures Act. Accordingly, each of the Dealers has represented and agreed that (i) it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell, the Notes in Japan or to any person resident in Japan for Japanese securities law purposes (including any corporation or other entity organised under the laws of Japan), except pursuant to an exemption from the

registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan; and (ii) it (a) has not, directly or indirectly, offered or sold any of the Notes to, or for the benefit of, any person other than (x) a beneficial owner that is, for Japanese tax purposes, neither (A) an individual resident of Japan or a Japanese corporation, nor (B) an individual non-resident of Japan or a non-Japanese corporation that in either case is a person having a special relationship with the Issuer as described in Article 6, paragraph 4 of the Special Taxation Measures Act (a “specially-related person of the Issuer”) or (y) a Japanese financial institution, designated in Article 3-2-2, Paragraph 29 of the Cabinet Order relating to the Special Taxation Measures Act (Cabinet Order No. 43 of 1957, as amended) that will hold Notes for its own proprietary account (a “Designated Financial Institution”), and (b) will not, directly or indirectly, offer or sell any of the Notes, (x) as part of its distribution at any time, to, or for the benefit of, any person other than (A) a beneficial owner that is, for Japanese tax purposes, neither (1) an individual resident of Japan or a Japanese corporation, nor (2) an individual non-resident of Japan or a non-Japanese corporation that in either case is a specially-related person of the Issuer or (B) a Designated Financial Institution, and (y) otherwise until 40 days after the date of issue, to, or for the benefit of, any individual resident of Japan or Japanese corporation for Japanese tax purposes (except for a Designated Financial Institution. Notwithstanding the restriction set forth above, pursuant to the Special Taxation Measures Act, Mizuho International plc and Mizuho Securities Asia Limited, each a specially-related person of the Issuer and acting in its capacity as a Programme Dealer, will be permitted to acquire or purchase, as part of the initial distribution of the Notes, the remainder of the Notes from any of the other Programme Dealers, where such other Programme Dealer has failed to sell to subsequent purchasers all of the Notes that it acquired or purchased from the Issuer in its capacity as a Programme Dealer.

## **General**

The Programme Dealer has agreed that it will (to the best of its knowledge and belief) comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchase, offer, sale or delivery and none of the Issuer or any other Dealers shall have responsibility therefor.

None of the Issuer or any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree as a term of issuance and purchase as shall be set out in the applicable Final Terms.

## FORM OF FINAL TERMS

[Date]

**Mizuho Bank, Ltd.**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**

**under the U.S.\$7,500,000,000**

**Debt Issuance Programme**

This document constitutes the Final Terms relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [ ] [and the supplemental Base Prospectus dated [ ]] (the “Base Prospectus”). These Final Terms contain the final terms of the Notes and are supplemental to and must be read in conjunction with such Base Prospectus [as so supplemented].

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [original date]. These Final Terms contain the final terms of the Notes and must be read in conjunction with the Base Prospectus dated [ ] [and the supplemental Base Prospectus dated [ ]], save in respect of the Conditions which are extracted from the Base Prospectus dated [original date] and are attached hereto.]

[In connection with this issue, [name of Stabilising Manager[(s)]] (the “Stabilising Manager[(s)]”) or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager[(s)] or any agent of his to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited time.]\*

Save as disclosed herein or in the Base Prospectus, there has been no significant change in the financial or trading position of the Issuer, or the Issuer and its consolidated subsidiaries taken as a whole, since [ ] and there has been no material adverse change in the financial position or prospects of the Issuer, or the Issuer and its consolidated subsidiaries taken as a whole, since [ ] [*insert date of latest published audited annual financial statements*].

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs.]*

<b>1</b>	Issuer:	Mizuho Bank, Ltd.
<b>2</b>	[(i)] Series Number:	[ ]
	[(ii)] Tranche Number:	[ ]

*(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)]*

---

\* Delete if there is no Stabilising Manager.

- 3 Specified Currency or Currencies: [ ]
- 4 Aggregate Nominal Amount:  
 (i) Series: [ ]  
 (ii) Tranche: [ ]
- 5 [i] Issue Price of Tranche: [ ] per cent.  
 [ii] Net Proceeds [ ] (*Required for listed issues*) of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in case of fungible issues only, if applicable)]
- 6 Specified Denominations: [ ]  
*(in the case of Registered Notes, this means the minimum integral amount in which transfers can be made)*
- 7 (i) Issue Date: [ ]  
 (ii) Interest Commencement Date: [ ]
- 8 Maturity Date: [Fixed rate - specify date/Floating rate - Interest Payment Date falling in or nearest to [specify month]]
- 9 Interest Basis: [[ ] per cent. Fixed Rate]  
 [[LIBOR/EURIBOR] +/- [ ] per cent. Floating Rate]  
 [Zero Coupon]  
 [Index Linked Interest]  
 [Dual Currency Interest]  
 [specify other]  
 (further particulars specified below)
- 10 Redemption/Payment Basis: [Redemption at par]  
 [Index Linked Redemption]  
 [Dual Currency Redemption]  
 [specify other]
- 11 Change of Interest Basis or Redemption/Payment Basis: [Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]
- 12 Put/Call Options: [Investor Put]  
 [Issuer Call]  
 [(further particulars specified below)]
- 13 (i) Status of the Notes: Senior  
 [(ii) Status as Taxable Linked Notes:] [The Notes [are NOT / ARE] Taxable Linked Notes as described in Article 6, Paragraph 4 of the Special Taxation Measures Act.]<sup>2</sup>
- 14 Listing and Trading: [Luxembourg Euro MTF Market/specify other/None]
- 15 Method of distribution: [Syndicated/Non-syndicated]

**Provisions Relating to Interest (if any) Payable**



<b>16</b>	<b>Fixed Rate Note Provisions</b>	<p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>(i) Rate[(s)] of Interest: [ ] per cent. per annum [payable [annually/semi-annually/quarterly] in arrear] <i>(If payable other than in regular periodic payments, consider amending Condition 4)</i></p> <p>(ii) Interest Payment Date(s): [ ] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]/not adjusted]</p> <p>(iii) Fixed Coupon Amount(s): [ ] per [ ] in nominal amount</p> <p>(iv) Broken Amount(s): <i>[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount]</i></p> <p>(v) Fixed Day Count Fraction: [30/360 or Actual/Actual (ICMA) or specify other]</p> <p><i>(NB: Actual/Actual (ICMA) is normally appropriate for all Fixed Rate Notes except those denominated in US dollars)</i></p> <p>(vi) Determination Date(s): [ ] in each year [Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon]</p> <p><i>(NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration)</i></p> <p><i>(NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))</i></p> <p>(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [None/Give details]</p>
<b>17</b>	<b>Floating Rate Note Provisions</b>	<p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>(i) Interest Period(s): [ ]</p> <p>(ii) Specified Interest Payment Dates: [ ]</p> <p>(iii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]]</p> <p>(iv) Business Centre(s): [ ]</p> <p>(v) Manner in which the Rate of Interest and Interest Amount is to be [Screen Rate Determination/ISDA Determination/specify other]</p>



		<i>denominated)</i>
	(iv) Day Count Fraction in relation to Early Redemption Amounts and late payment:	[Conditions 6(e)(iii) and 6(h) apply/specify other]
<b>19</b>	<b>Index Linked Interest Note Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Index/Formula:	<i>[give or annex details]</i>
	(ii) Calculation Agent responsible for calculating the principal and/or interest due:	[ ]
	(iii) Provisions for determining coupon where calculation by reference to Index and/or Formula is impossible or impracticable:	[ ]
	(iv) Interest period(s):	[ ]
	(v) Specified Interest Payment Dates:	[ ]
	(vi) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
	(vii) Business Centre(s):	[ ]
	(viii) Minimum Rate of Interest:	[ ] per cent. per annum
	(ix) Maximum Rate of Interest:	[ ] per cent. per annum
	(x) Day Count Fraction:	[ ]
<b>20</b>	<b>Dual Currency Note Provisions</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Rate of Exchange/method of calculating Rate of Exchange:	<i>[give details]</i>
	(ii) Calculation Agent, if any, responsible for calculating the principal and/or interest payable:	[ ]
	(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[ ]
	(iv) Person at whose option Specified Currency(ies) is/are payable:	[ ]
	<b>Provisions Relating to Redemption</b>	
<b>21</b>	<b>Issuer Call</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>

- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [ ] per Note of [ ] specified denomination
- (iii) If redeemable in part:
- (1) Minimum Redemption Amount: [ ]
- (2) Higher Redemption Amount: [ ]
- (iv) Notice period:\*\* [ ]
- 22 Investor Put** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [ ] per Note of [ ] specified denomination
- (iii) Notice period:\*\* [ ]
- 23** Final Redemption Amount of each Note: [ *] per Note of [ ] specified denomination/specify other/see Appendix*]
- 24** Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6(e): [ ]

**General Provisions Applicable to the Notes**

- 25** Form of Notes: [Bearer Notes:  
[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Bearer Notes in the circumstances specified herein.]  
[Temporary Bearer Global Note exchangeable for Definitive Bearer Notes on and after the Exchange Date.] ]
- [Registered Notes]
- 26** For Registered Notes, the name and specified office of the Registrar: [ ]

---

\*\* If setting notice periods which are different to those provided in the terms and conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example clearing systems and custodians, as well as any other notice requirements which may apply.

- 27 Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details *[Note that this item relates to the date and place of payment, and not interest period end dates, to which items 16(ii), 17(iv) and 19(vii) relate]*]
- 28 Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
- 29 Redenomination applicable: Redenomination [not] applicable (*if Redenomination is applicable, specify the terms of Redenomination in an Annex to the Final Terms*)
- 30 Whether or not the Notes have been assigned ratings by Standard & Poor's Ratings Japan K.K., Moody's Japan K.K. or Rating and Investment Information, Inc. and if so, details of such rating: [Yes/No. *If yes, give details*]  
A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
- 31 Other terms or special conditions: [Not Applicable/give details]

#### **Distribution**

- 32 (i) if syndicated, names of Managers: [Not Applicable/give names]  
(ii) Stabilising Manager (if any): [Not Applicable/give name]
- 33 If non-syndicated, name of relevant Dealer:
- 34 Additional selling restrictions: [Not Applicable/give details]

#### **Operational Information**

- 35 ISIN Code: [ ]
- 36 Common Code: [ ]
- 37 Any clearing system(s) approved by the Issuer, the Trustee, the Dealers and the Agent other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- 38 Delivery: Delivery [against/free of] payment
- 39 Additional Paying Agent(s) (if any): [ ]

#### **[Listing Application**

These Final Terms comprise the final terms required to list the issue of Notes described herein pursuant to the U.S.\$7,500,000,000 Debt Issuance Programme of Mizuho Bank, Ltd.]

#### **Responsibility**

The Issuer accepts responsibility for the information contained in these Final Terms which, when read together with the Base Prospectus [and the supplemental Base Prospectus] referred to above, contain all information that is material in the context of the issue of the Notes.

Signed on behalf of the Issuer:

By .....

*Duly authorised*

## GENERAL INFORMATION

### Authorisation

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment of the Programme. The establishment of the Programme was authorised by resolution of the Board of Directors of the Issuer passed on 21 September 2005. By resolution of the Board of Directors of the Issuer passed on 17 September 2014, the Issuer was also authorised to make certain amendments to the Programme. The said resolutions have not been repealed or amended and are in full force and effect as of the date of this Base Prospectus. Each issue of the Notes under the Programme will be conditional upon the prior authorisation by resolution of the Board of Directors of the Issuer.

### Listing

Application has been made to the Luxembourg Stock Exchange for Notes issued under the programme to be listed on the Luxembourg Stock Exchange and for such Notes to be admitted to trading on the Euro MTF Market. The Luxembourg Stock Exchange's Euro MTF Market is not a regulated market for the purpose of the Markets in Financial Instruments Directive (Directive 2004/39/EC).

### Documents Available

So long as any of the Notes remains outstanding and throughout the life of the Programme, copies of the following documents will be available from the registered or principal office of the Issuer, the specified office of the Paying Agent for the time being in Luxembourg and the principal office in Luxembourg of the Listing Agent:

- (i) the constitutional documents (in English) of the Issuer or certified English translations thereof;
- (ii) the audited annual consolidated financial statements (in English or attaching a certified English translation thereof) of the Issuer for the years ended 31 March 2013 and 2014;
- (iii) the most recently available audited annual and unaudited semi-annual consolidated financial statements (in English or attaching a certified English translation thereof) of the Issuer (as and when made available);
- (iv) the audited annual consolidated financial statements (in English or attaching a certified English translation thereof) of Former MHBK for the year ended 31 March 2013;
- (v) the Agency Agreement and the Trust Deed (which contains the forms of the temporary and permanent global Notes, the definitive Bearer Notes, the Coupons and the Talons and the Registered Notes);
- (vi) this Base Prospectus; and
- (vii) any future prospectuses, information memoranda and supplements, including Final Terms (save that Final Terms relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Paying Agent as to the identity of such holder) and other documents incorporated herein by reference.

### Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate codes for each Tranche allocated by Euroclear and Clearstream, Luxembourg will be specified in

the applicable Final Terms. If the Notes are to be cleared through an additional or alternative clearing system, the appropriate information will be contained in the applicable Final Terms. Transactions will normally be effected for settlement not earlier than two days after the date of transaction.

### **Significant or Material Change**

Save as disclosed in this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer, or the Issuer and its consolidated subsidiaries taken as a whole, since 31 March 2014, and no material adverse change in the financial position or prospects of the Issuer, or the Issuer and its consolidated subsidiaries taken as a whole, since 31 March 2014.

### **Litigation**

None of the Issuer or its consolidated subsidiaries (whether as defendant or otherwise) is engaged in or has knowledge of the existence of any governmental, legal, arbitration, administrative or other proceedings, the results of which might have or have had during the 12 months prior to the date hereof a significant effect on the financial position or the operations of the Issuer or its consolidated subsidiaries, taken as a whole, nor are the Issuer or any of its consolidated subsidiaries aware of any such proceedings being threatened.

### **Independent Auditors**

The Japanese consolidated financial statements of the Issuer as at, and for the years ended, 31 March 2013 and 2014 have been audited by Ernst & Young ShinNihon LLC, independent auditors. The Japanese consolidated financial statements of Former MHBK as at, and for the year ended, 31 March 2013 have also been audited by Ernst & Young ShinNihon LLC, independent auditors. The English translations of those financial statements are in each case incorporated by reference in this Base Prospectus.

### **Ratings**

The ratings (if any) of the Notes of each Tranche assigned by Standard & Poor's Ratings Japan K.K., Moody's Japan K.K. or Rating and Investment Information, Inc. will be specified in the applicable Final Terms.



**THE ISSUER**

**Mizuho Bank, Ltd.**  
5-5, Otemachi 1-chome  
Chiyoda-ku, Tokyo 100-8176

**TRUSTEE**

**BNY Mellon Corporate Trustee Services Limited**  
One Canada Square  
London E14 5AL

**AGENT, REGISTRAR, PAYING AGENT AND TRANSFER AGENT**

**Mizuho Trust & Banking (Luxembourg) S.A.**  
1B, Rue Gabriel Lippmann  
L-5365 Munsbach  
Grand-Duché de Luxembourg

**LEGAL ADVISERS**

**To the Issuer**  
*as to Japanese law*

**Nagashima Ohno & Tsunematsu**  
Kioicho Building  
3-12 Kioicho,  
Chiyoda-ku, Tokyo 102-0094

**To the Trustee**  
*as to English law*

**Allen & Overy LLP**  
One Bishops Square  
London E1 6AD

**To the Programme Dealers**  
*as to English law*

**Gaikokuho Kyodo-Jigyo Horitsu Jimusho**  
**Linklaters**  
Meiji Yasuda Building 10F  
1-1, Marunouchi 2-chome  
Chiyoda-ku, Tokyo 100-0005

**DEALERS**

**Mizuho International plc**  
Bracken House  
One Friday Street  
London EC4M 9JA

**Mizuho Securities Asia Limited**  
12th Floor, Chater House  
8 Connaught Road Central  
Hong Kong

**INDEPENDENT AUDITORS**

**Ernst & Young ShinNihon LLC**

Hibiya Kokusai Building  
2-3, Uchisaiwaicho 2-chome  
Chiyoda-ku, Tokyo 100-0011

**LISTING AGENT**

**Mizuho Trust & Banking (Luxembourg) S.A.**

1B, Rue Gabriel Lippmann  
L-5365 Munsbach  
Grand-Duché de Luxembourg

**MIZUHO**

The logo for Mizuho, featuring the word "MIZUHO" in a bold, black, sans-serif font. Below the text is a thick, black, curved line that starts under the 'M', rises to a peak under the 'U', and then descends under the 'O'.