

# General Agreement for Banking Transactions (for Company) <enforcement date: April 1, 2014>

No. of Deliberation on Terms and Conditions: 2014-Terms and Conditions-No. 9

The General Terms and Conditions for Credit Transactions (the "General Terms and Conditions")is established to facilitate the prompt and fair credit transactions based on mutual trust between KEB Hana Bank("the Bank")and the customer.

The Bank shall keep a copy of the General Terms and Conditions in all its branches and post it on the tools for electronic financial transactions so that the customer may review it or request a copy thereof.

# Article 1 (Scope of Application)

1) The General Terms and Conditions shall apply to all credit transactions arising between the Bank and the obligor(the person owing obligations to the Bank including a borrower, discount applicant and payment guarantee applicant, hereinafter the "Obligor")including loans against promissory notes, discounting of bills of exchange or promissory notes, loans against deeds, overdrafts, payment guarantees, and foreign exchange-related transactions.

② In the event that the Bank has, through credit transactions with any third party, acquired bills (including checks, hereinafter the "Bills" drawn, endorsed, accepted or guaranteed by the Obligor, the Obligor shall be also bound by this agreement in the performance of the obligations evidenced by such Bills. However, Article 2, 3, 5, 7, 9, Paragraph 1 of Article 12 and Paragraph 1 of Article 15 shall not be applied.

③ The General Terms and Conditions shall apply to all transaction and performance of the obligations belong to the scope aforementioned between the head office and branches, and between Obligor and Head office and branches.

# Article 2 (Obligations on Bills and Credits)

In the event that the credit has been granted against Bills drawn, endorsed, accepted or guaranteed by the Obligor, the Bank may demand from the Obligor the payment of the Obligor's obligations by exercising the Bank's rights either under the Bills or under the credits, at the option of the Bank.

# Article 3 (Interest and Default Interest)

1) The rates, computation method or the time and manner of payment, respectively, of the interest, discounting charges, guarantee fee or commission(" Interest, etc") shall be determined by the Bank to the extent permitted by applicable laws and regulations. And the Obligor shall be able to check the aforementioned matter in product instructions and website before signing contract.

<sup>(2)</sup> The Obligor may choose and apply one of the following rates such as Interest, etc when concluding contract.

1. The Bank shall be required not to change the rates until obligation is fully performed.

2. The Bank may change the rate anytime until obligation is fully performed.

③ Even in case of Sub-paragraph 1, the Bank shall be allowed to change the rate by delivering individual notice to the Obligor if the economic or financial landscape suddenly changes before performance of obligations, which in turn bring in adjustments unexpected at the time of contract. In this case, when triggering factors are resolved, the Bank shall change the rate to meet the condition addressed.

④ In case of Sub-paragraph 2, the Bank shall increase or decrease the rates including Interest, etc within a reasonable range in accordance with sound financial practices.

(5) Any amount not paid by the Obligor when due and payable shall bear interest at the default rate determined by the Bank, to the extent permitted under the applicable laws and regulations, on the basis of the actual number of days elapsed and a year of 365 days. However, the rate could be changed within limits permitted under the applicable laws and regulations for changes in financial conditions and other reasons; provided that in the case of foreign exchange transactions, international practices and commercial customs shall apply.



<sup>(6)</sup> In case that the Bank changes the rates, computation method or the times and manner of payment, It is applied from the first date of interest payment after the modification if modification shall be within the ceiling permitted under the applicable laws and regulations and is inevitable due to changes in circumstances which affect financial conditions and other credit transactions.

(7) When the Bank changes as referred to in the preceding three paragraphs, it shall keep a notice of such change in each branch and post it on electronic media designated by the Bank for a month from the basic date of modification. However, if such changes are made separately for certain Obligor, individual notification shall be required.

(8) If Sub-paragraph 3 and 6 cause unexpected disadvantages to Obligor, the Obligor may cancel contract in a month from the first date of interest payment after the modification. In that case, interest rate before the change would be applied until termination date. And if Obligor delays in performing obligation arising from the termination, default interest rate prior to the change is applied.

# Article 4 (Expenses)

① The Obligor shall bear expenses of each following Sub-paragraph caused by defaults.

1. Exercising or preserving the Bank's receivables or security right of Obligor, guarantor or person who has pledged his/her property to secure another's obligation [provisional attachment or injunction (including cancellation), etc]

2. Investigating or collecting the collateral

3. Delivering notification to push performance of obligation

<sup>(2)</sup> The Obligor immediately pays back expense as referred in the preceding Sub-paragraph when the Obligor does not pay the expanses so the Bank redeems instead of the Obligor. If not, the Obligor shall pay back what the Bank pays as well as the amount calculated considering the number of days to be fully repaid from the date the Bank pays instead on the basis of a year of 365(366 in leap year) with an agreed interest rate of within 6% a year in accordance with Article 54 of the Commercial Act (Statutory Interest Rate in Commercial Activities).

③ The Bank shall separately explain in writing about agreed interest, early termination fee, and incidental cost's items and amount which the Obligor shall bear to ensure the Obligor recognizes before signing loan agreement. In addition, the Bank shall elaborate on effective rate where agreed interest adds up fees which has similar characteristic with interest the Obligor pays.

# Article 5 (Usage and Use of Loan Proceeds)

The Obligor shall clarify usage of loan proceeds when applying for credit, and shall not use the loan proceeds for any purpose other than the purpose agreed at the inception of the transaction. The case is the same for payment guarantees and other types of credits extended by the Bank.

# Article 6 (Collateral)

① In case of the Obligor or guarantor's credit-worthiness, reduction in the value of the collateral or any other reasonable causes necessitating the protection of the Bank's right, the Obligor shall upon demand by the Bank forthwith provide such collateral or guarantor that the Bank recognizes.

(2) The Bank may dispose securities in accordance with the procedures prescribed by law, but when such securities have high values or favorable conditions in exchange market the collaterals may be disposed in the manner, at the time and for the price, etc., deemed acceptable by the Bank. And the Bank may deduct expenses from the proceeds and apply the remainder for the payment of the Obligor's obligations to the Bank pursuant to Article 13. The Obligor shall promptly pay any deficiency to the Bank. In that case, 10 days before the disposal, the Bank shall notify it to the security provider. However, if significant troubles in the credit collection are expected before the court rules on first sale of security in accordance with Debtor Rehabilitation and Bankruptcy Act, the Bank deliver notice after disposal without delay.

③ In case of any delay in the Obligor's performance of any obligation owing to the Bank, the Bank may continue to possess or make collections on or dispose of, pursuant to the Paragraph(2), the Obligor 's personal properties, promissory notes, and other securities even if they were not furnished to the Bank for security purpose.

# Article 7 (Acceleration of Payment)



(1) Upon occurrence of any of the events set forth below, all obligations that the Obligor owes to the Bank shall immediately becomes due and payable without notice or demand from the Bank, and the Obligor shall immediately pay and perform such obligations including without limitation the obligation to make advance reimbursement for a payment guarantee.

1. An application is filed for an order of attachment or provisional attachment or a public auction; a notice of attachment for any delinquent taxes or other public imposts is issued; an application is filed for the enforcement of a money judgment or a court's payment order; in case of debts with collateral, only when significant troubles are seen in collection, acceleration of payment occurs for provisional attachment; or

2. A foreclosure commences for delinquent taxes or public imposts with respect to any collateral (except deposit or other claims against the Bank) under the possession of the Obligor are delivered; an application is filed for the enforcement of judgment or a court's payment order; or

3. An application is filed for bankruptcy, rehabilitation, compulsory composition or corporate reorganization, or an application is filed for listing the Obligor on the registry of delinquent debtor; or

4. A notice is received for the collection of taxes or other public imposts prior to the due date thereof or the Clearing House suspends the Obligor's transactions; or

5. Payment is recognized to be stopped for reasons such as closure, flight

6. Any of the events described in Item 1 above occurs with respect to any deposit with or other claims against the Bank's oligopolistic stockholder of the Obligor or comprehensive kun-guarantor who is a real owner.

(2) Upon the occurrence of any of the events set forth below, all obligations that the Obligor owes to the Bank shall immediately becomes due and payable. In this case, the Bank shall notify delay in performance of obligations as described below and acceleration of payment until 3 business days prior to the acceleration of payment, and if not, the Obligor shall immediately perform obligations on the date in which 3 business days after notification is delivered.

1. If the Obligor defaults in payment of interest, etc., and such default continues uncured for 14 days after due date thereof; or

2. If the Obligor defaults in payment of installment payment or principal of and interest on the installment indebtedness, and such defaults continue uncured for 2 times or more in a row;

③ Upon the occurrence of any of the events set forth below significant risks being expected, the Bank shall encourage the Obligor to address performance and attachment and recover credit in writing. And all obligations that the Obligor owed to the Bank shall immediately become due and payable on the due date designated in notice or demand tendered by the Bank more than 10 days prior to the due date, and the Obligor shall immediately pay and perform such obligations.

1. The Obligor fails to pay the Bank any of the Obligor's payment obligations owed to the Bank when due; or debts that occur acceleration of payment are not serviced;

2. An order or notice of attachment, or attachment for delinquent taxes or public imposts is issued with respect to properties of the Obligor other than those described in Paragraph 1-① and ②.

3. With respect to the Obligor's properties except ones prescribed in Paragraph (1)-①, auction for exercise of collateral rights in accordance with the Civil Execution Act is carried out or notice for provisional attachment is delivered; in other words, credit of the Obligor deteriorates, which generates considerable troubles in debt collection;

4. The Bank determines it to be difficult to maintain a normal banking business with the Obligor due to the breaches by the Obligor of any provisions in Article 5 or Article 19;

5. The Obligor is found to submit false, fake, manipulated or intentionally insufficient documents regarding credit transactions to the Bank;

6. The Obligor's credit status substantially deteriorates as a result of the commencement of liquidation procedures, consolidation with non-profitable company, lockout or suspension of business due to labor disputes, bankruptcy or a related company or occurrence or any legal disputes which may affect management of the Obligor;

7. It is recorded as default information, subrogation performance and substitute payment information, bankruptcy information, relevant people information, disruptions in financial orders and public record information among credit transaction information under the Rules of Credit Information Management;



④ Upon the occurrence of any of the events set forth below, the Bank shall notify in written form. And all obligations that the Obligor owed to the Bank shall immediately become due and payable on the due date designated in notice or demand tendered by the Bank more than 10 days prior to the due date, and the Obligor shall immediately pay and perform such obligations.

1. Provisions stipulated on Article 6-1, and Article 15 are not performed; or

2. The Bank determines it to be difficult to maintain a normal transaction with the Obligor due to the breaches by the Obligor of the provisions of the agreements with the Bank to the detriment of the Bank's interest, including without limitation, the agreement to obtain fire insurance, the agreement not to transfer the collateral to any other person without the consent of the Bank, or the agreement to provide to the Bank as collateral the building or equipment which has been constructed, installed or manufactured with proceeds of the loans extended by the Bank to the Obligor; or

3. Guarantor comes under 1-① or ⑤ or 3-② and ③; guarantor is not changed for some time.

(5) Even when any of the Obligor's obligation to the Bank is accelerated under Paragraph 1 or 4, if the Bank expressly waives the effect of such Paragraphs or if normal transactions are resumed between the Bank and the Obligor notwithstanding the acceleration including an installment payment, interest or default interest, the acceleration shall be deemed to have been rescinded with respect to such obligation or the obligation designated by the Bank as of the time of the Bank's waiver or of the resumption of the normal banking transactions.

# Article 8 (Notice to Joint Guarantor on Acceleration of Payment)

(1) When acceleration of payment takes place by one of the Sub-paragraphs of Article 7 Paragraph 1, the Bank shall notify to joint guarantor in a written form within 15 business days from acceleration of payment if Clearing House suspends the Obligor's transactions among Subparagraph 1, 6, and 4, and from the date when the Bank recognizes acceleration of payment for other cases.

<sup>(2)</sup> When acceleration of payment takes place by Article 7 Paragraph 3 and 4, the Bank shall notify it to joint guarantor within 15 business days from acceleration of payment in a written form.

③ Even when acceleration of payment is notified to joint guarantor by Paragraph 1, as for credits in which the acceleration is deemed to have been rescinded, falling under Article 7 Paragraph 5, consent of joint guarantor to further transaction is not required. In this case, the Bank shall notify to joint guarantor within 15 business days in a written form that acceleration is rescinded.

# Article 9 (Obligation to Repurchase Discounted Bills)

(1) The Obligor shall automatically repurchase and immediately pay at the face value all the Bills discounted by the Bank, without demand or notice from the Bank, as for the following promissory notes. In this case, if the Obligor fully repurchases Bills before maturity, the Bank shall give back a fair amount of discount charge incurred from the fulfillment date to the maturity.

1. All the Bills discounted by the Bank, if any of the events described in Article 7, Paragraph 1 occurs with respect to the Obligor,

2. All the Bills issued or accepted by issuer or acceptor, if any of the events described in Article 7, Paragraph 1 occurs with respect to an issuer or acceptor of Bills or payment is not carried out on due date.
(2) The Obligor shall repurchase and pay all the Bills discounted by the Bank, after the Bank sends notice in a written form and period designated by the Bank passes 10 days or more as for the following promissory notes. In this case, if the Obligor fully repurchases Bills before maturity, the Bank shall give back a fair amount of discount charge incurred from the fulfillment date to the maturity.

1. All the Bills discounted by the Bank, if any of the events described in Article 7, Paragraph3 and 4.

2. All the Bills issued or accepted by issuer or acceptor, if any of the events described in Article 7, Paragraph 3 and 4.

③ Until the obligations under the preceding Paragraph 1 and 2 are discharged in full by the Obligor, the Bank may exercise any and all rights as a holder of the Bill.

④ Article 7, Paragraph 5 shall apply to Paragraph 1 and 2.

# Article 10 (Sett-off by the Bank)

① In the event that the Obligor's obligation is due and payable whether by maturity or acceleration upon occurrence of any of the events described in Article 7 or repurchase obligation of Bills discounted



described in Article 9, the Bank may set off by written notice to the Obligor any such obligation at any time against any of the Obligor's deposits with and any other of the Obligor's claims against the Bank irrespective of the due dates thereof.

<sup>(2)</sup> In the event that the Bank exercises the right to set-off any advance reimbursement obligation of the Obligor pursuant to the preceding Paragraph, the Obligor hereby waives any defense against such set-off by the Bank, including without limitation the defense permitted under Article 443 of Civil Code, whether or not any securities are furnished to the Bank with respect to the guaranteed obligation or reimbursement obligation; provided that the Bank shall immediately perform its guarantee obligation after such set-off.

③ In the event that the Obligor becomes obligated to the Bank as referred to in Paragraph 1, the Bank may also make withdrawals from the Obligor's deposits in the Obligor's name, and may apply such withdrawals to the payment of the Obligor's obligations regardless of the arrival of the maturity of such deposits, without any advance notice and without complying with any particular procedures; provided that, however, immediately after such withdrawal and application, the Bank shall give notice to the Obligor.

④ In case that the Bank effects a set-off the Obligor's obligations, deposits and other claims (hereinafter referred to as the "Deposit, etc") against the Bank of the Obligor and guarantor in accordance with Paragraph 1 and 2, the Bank may take actions to temporarily suspend payment of the Obligor and guarantor's Deposit, etc., but as for guarantor's Deposit, etc., the Bank shall notify guarantor on the suspension of payment.

(5) In the event that the Bank effects a set-off in accordance with Paragraphs 1 and 2 or makes any withdrawals and application in accordance with Paragraph 3, it shall swiftly take such actions in consideration of fair interest of the Obligor, guarantor, and collateral provider. And the period for purposes of computation of interest in the Obligor's credits and obligations and default interest shall extend up to and including the date on which such set-off, withdrawal or application is made, and the rate of interest shall be determined by the Bank. And rate of foreign exchange is based on the rate when the Bank implements the calculation. In this case, the agreed interest rate is applied to interest rate of deposits which have not matured.

# Article 11 (Set-off by the Obligor)

(1) The Obligor may at any time set off any of the Obligor's deposits or any other of the Obligor's claims against the Bank, the due date of which has arrived, against any obligations owed to the Bank irrespective of the due dates of such obligations.

(2) In the event that the Obligor effects a set-off against a Bill discounted by the Bank prior to its due date as referred to Paragraph 1, the Obligor shall assume responsibility of repurchase on the amount in which discount charge to maturity from date of repurchase is deducted from the amount of the Bill; Provided that the Obligor shall not effect a set-off against any Bills which the Bank has negotiated to any third party.

③Notwithstanding the preceding two Paragraphs, the set-off of any claims and obligations denominated in a foreign currency may not be effected by the Obligor unless their respective due dates arrive and all procedures are completed in accordance with the laws and regulations with respect to foreign exchange.

<sup>(4)</sup> In the event that the Obligor effects a set-off in accordance with Paragraph 1 or 3, the Obligor shall send the Bank a written notice and shall promptly submit any passbook or certificate with previously reported signature and/or seal affixed thereon to the Bank evidencing deposits or claims.

(5) In the event that the Obligor effects a set-off in accordance with Paragraphs 1 and 3, the period for purposes of computing interest on the Obligor's claims, obligations, and discount charges, shall be up to and including the date on which the Bank receives the Obligor's notice of set-off, and the rate of interest shall be prescribed by the Bank. And rate of foreign exchange is based on the rate when the Bank implements the calculation. Furthermore, The Obligor shall pay to the Bank such fees with respect to the set-off, as are agreed to be payable with respect to prepayment between the Bank and the Obligor.

# Article 12 (Presentment and Delivery of Bills)

① If the Bank effects set-offs or makes withdrawals and appropriations as set forth in Article 10 without exercising the Bank's rights under the Bills, the Bank will not be required to simultaneously return any



such Bills to the Obligor. In the event that Bills are returned to the Obligor, Bills shall be returned at the Bank's office which conducts banking transactions with the obligor and the Bank shall request prompt acceptance by the Obligor of the bill if required for the effective protection of the Obligor's rights. Same procedures shall apply to the handling of the Bills in the event of set-offs by the Obligor under Article 11. (2) If the Bank effects set-offs or makes withdrawals and appropriations as set forth in Article 10 by exercising the Bank's rights under the Bills, the Bank will not be required to present or deliver any such Bills to the Obligor if any of the following conditions is satisfied and Paragraph 1 shall apply with respect to the handling of the Bills:

(1) If the bank does not know the Obligor's current address.

(2) If the Bank is the place designated as the place at which such Bills are payable; or

(3) If the Bank deems it unavoidable to omit presentment or delivery of the Bills to the Obligor for such reasons as interruption of transport or communication, or use for collection, etc.

③ If any of the Obligor's obligations to the Bank that are due and payable are not paid in full, after a setoff, etc., has been effected as set forth in Article 10 and 11 and other parties are liable under the Bills in addition to the Obligor, the Bank may retain such Bills, and may apply the proceeds of collection or disposition of them to the payment of the Obligor's obligations in accordance with Article 13.

(4) The Bank may make a demand for payments without presenting the Bills for the purpose of tolling the statute of limitations for recovery on the Bills.

# Article 13 (Order of Application by the Bank)

(1) In the event that payments made by the Obligor or set-offs or withdrawals and application made by the Bank as provided for in Article 10 are insufficient to satisfy all of the Obligor's obligations, the Bank shall apply such payments and/or such set-offs or withdrawals to the satisfaction of first, the expenses, second, the interest and third, the principal of the Obligor's obligation, in such order as applicable; provided, however, the Bank may change the order of application unless such change is adverse to the Obligor's interest.

② In the event that the Obligor's obligations are not set-off or paid in full, the amount collected through compulsory execution or auction to exercise security rights shall come under other provisions of the Civil Law.

③ In the event that any repayments or deposits not related to the preceding Paragraph 2 are not enough to fully cover all obligations of the Obligor, payments or set-offs shall be applied in the order set by the Obligor. In this case, the Bank may immediately raise objections for possible concerns on preservation of claims and change applicable obligations for payments or set-offs by considering secured mortgage, guarantee, importance, difficulty in disposal, length of payment period, and potential settlement of bills discounted.

④ In case that the Bank does not match the order of withdrawals and applications with what provisions of the Civil Law stipulate in accordance with Paragraph 3, the Bank shall take interest of the Obligor, Collateral provider and guarantor into consideration unless that is adverse to the Bank's preservation of claims.

# Article 14 (Order of Application by the Obligor)

① In the event that set-offs effected by the Obligor, as set forth in Article 11, are not sufficient to satisfy all of the Obligor's obligations, such set-offs may be applied to the satisfaction of the Obligor's obligations in such order and in such manner as the Obligor may determines.

② When the Obligor fails to make the determination as set forth in the preceding Paragraph, or Paragraph 1 is adverse to the Bank's preservation of claims, the Bank shall designate obligations for set-offs in accordance with Article 13.

# Article 15 (Assumption of Risks and Indemnification)

(1) In the event that Bills which the Obligor has drawn, endorsed, accepted or guaranteed, or instruments which the Obligor has furnished to the Bank are lost, destroyed, damaged or delayed in arrival, due to causes not attributable to the Bank, such as force majeure, disasters, calamities or accidents during transit, the Obligor shall pay, together with all expenses, the Obligor's obligations as recorded on the



Bank's books, vouchers, etc and further, upon the Bank's demand, the Obligor shall forthwith provided the Bank with substitute Bills or other instruments.

In the event that Bills which the Obligor has drawn, endorsed, accepted or guaranteed, or instruments which the Obligor has furnished to the Bank are lost, destroyed, damaged or delayed in arrival, due to causes not attributable to the Bank, such as force majeure, disasters, calamities or accidents during transit, the Obligor shall pay, together with all expenses, the Obligor's obligations as recorded on the Bank's books, vouchers, etc. And if the Obligor presents materials different from records on the Bank's books and vouchers, obligations are clearly confirmed via comparison between the Bank's record and the Obligor's material, and then paid.

<sup>(2)</sup>In case of the loss, destruction or damages of any collateral, upon the Bank's demand, the Obligor shall forthwith provide the Bank with substitute Bills or other instruments; provided that, Bills or other instruments that the Bank acquires in transactions with the third party do not need to be submitted.

③In case that the Obligor would take obligations twice over without any fault attributable to withdrawal or application or submission of Bills or instruments as set forth in the preceding Paragraph 1 and 2, the Bank shall compensate damages caused by such double obligation.

(4) If the Bank has entered into transactions or has handled matters after making adequate visual inspection with due care to check the seal impression or signature on the Bills or instruments against the Obligor's specimen seal impression or specimen signature previously filed with the Bank and finding such to be genuine, the Obligor shall be liable for any losses and damages arising from forgery, alternation, wrongful use, etc., of the Bills instruments and seals or signatures and shall be liable in accordance with the terms of any such Bills or instruments.

# Article 16 (Filing with the Bank and Changes thereof)

(1) The Obligor shall file with the Bank in the form prescribed by the Bank including: the Obligor's name, trade name, representative, address, telephone number and seal or signature, etc., and the name and seal or signature of the Obligor's agent, if any transaction is performed with the Bank through such agent.

<sup>(2)</sup> The Obligor shall forthwith notify the Bank any change in the matters filed with the Bank as set forth in Paragraph 1. The Obligor shall also notify the Bank of any changes that have been registered in the Company Registry

#### **Article 17 (Faithfully Filling out Documents)**

The Obligor shall faithfully fills out documents to be submitted to the Bank with respect to credit transactions

#### Article 18 (Effect of Notice)

① Any notice or any document given and dispatched by the Bank to the latest address that the Obligor reports shall be deemed to have been delivered at the time it normally should have been delivered.

(2) In case that written notice or other documents dispatched as set forth in the preceding Paragraph are delayed or not delivered due to the Obligor's failure to file the changes in accordance with Article 16, Paragraph2, such notice or documents shall be deemed to have been delivered at the time it normally should have been delivered. However, a significant notice or demand, such as the notice of set-off or the demand for payment by acceleration shall be deemed to have been delivered only for delivery certified documents.

③ Copies kept by the Bank of the notices or documents forwarded by the Bank to the Obligor and the Bank's record indicating such forwarding and date thereof shall constitute prima facie evidence that the Bank has given the notices or documents on such date and time as recorded in the Bank's book

#### Article 19 (Report and Investigation)

(1) Upon the Bank's demand, the Obligor shall promptly submit the Bank, reports with respect to the Obligor's assets, liabilities, the status of business and market or performance of credit conditions and any other important matters; and the Obligor shall also provide assistance necessary for the Bank's investigation of the Obligor's accounts, factories, place of business or any other matters, upon the Bank's request.



<sup>(2)</sup> The Obligor shall promptly submit to the Bank, without the Bank's request, a report of any material change that has occurred or is likely to occur with respect to the Obligor's assets, management, the status of business which may affect the Obligor's transactions with the Bank.

③ If there exist any concerns on possible failure of collection due to Clearing House's suspension of transactions, retention of NPL, and deteriorated business condition based on the reports and investigations submitted in accordance with Paragraph1 and 2, the Bank may at any time send members of its own staff, to the extent necessary, to investigate or supervise the Obligor's business management within the range of the Bank's preservation of claims.

# Article 20 (Modifications of Conditions for Credit Transaction)

① In case that the Bank changes the Obligor's credit condition, the Bank may adjust credit rating as the Bank sets and change conditions of credit transactions including credit limit, maturity, interest, etc., in writing based on credit ratings.

(2) In the event that transaction conditions such as credit limit, maturity have changed as set forth in the preceding Paragraph, the Obligor may cancel contracts within a month from the modification, and as for interest rate within a month from the date when interest shall be paid for the first time after the modification. In this case, by date of cancellation, pre-modification conditions of credit transaction shall be applied.

③ The Obligor may request changes in conditions for credit transactions like credit limit, maturity, and interest rate in writing as the Bank provides if credit condition of the Obligor is deemed to improve. In this case, the Bank shall evaluate adequacy and take necessary actions. Furthermore, the result shall be notified to the Obligor.

# Article 21 (Place of Performance and Applicable Law)

(1) Any obligations in connection with the Obligor's transactions with the Bank shall be performed at the Bank's branch, unless otherwise agreed; provided, however, if for such management of NPLs or for any other reasonable causes, the Bank may transfer the management of credit to the head office, local head quarters or other branches, such transferred obligations of the Obligor shall be performed at the head offices or the branches to which the management of credit has been transferred.

(2) Even if the Obligor is not a native or native corporation, domestic law shall apply to credit transactions based on the General terms & Conditions for Credit Transactions.

# Article 22 (Amendment to General Terms & Conditions)

① If the Bank changes the General Terms & Conditions or amends its provisions which are unfavorable to the Obligor, the Bank shall post notice on modification at a branch and on the Bank's website for a month prior to the expected date of modification.

<sup>(2)</sup> In the event that modification of Paragraph 1 is unfavorable to the Obligor, the Bank shall individually notify the Obligor at least 30 days before the modification in a manner that the Bank and the Obligor agree in advance, except that conditions of pre-modification are applied or the Obligor explicitly refuses to receive the notice.

③ When the Bank notifies the preceding Paragraph 2, the following notice, "if the Obligor does not agree with modification, contract may be closed within 30 days after notice is made, and if the Obligor does not express his or her intention to cancel the contract, it is deemed to agree modification", shall be delivered together.

④ In case that the Obligor does not express his or her intention to close contract within 30 days since notice on the Paragraph 3 is arrived, it is deemed to agree modification.

(5) The Bank shall keep the General Terms & Conditions in offices of the Bank and give to the Obligor upon request of the Obligor

# Article 23 (Jurisdiction)

The Obligor hereby agrees and consents that, in addition to the jurisdiction prescribed by law, the district court having jurisdiction over the business offices of the Bank shall have jurisdiction over any legal action instituted between the Bank and the Obligor, the guarantor or owner of collateral in connection with the credit transaction under the General Terms & Conditions; provided, however, if the Bank transferred the management of credit to the head office of the Bank or any other branches in Korea due to the closure of



the originating branch, the necessity for the management of NPL or any other reasonable causes, the Obligor agrees and consents that the district court having jurisdiction over the head office of the Bank or the branches to which the management of credit has been transferred shall have jurisdiction over such legal actions.

# The Borrower For and on behalf of

Authorized Signature



Name : Title : CEO Address: LS