

General Terms and Conditions for Credit Transactions

(For Corporate Clients)

This General Terms and Conditions for Credit Transactions (the “General Terms and Conditions”) is established to facilitate prompt, accurate credit transactions between KEB Hana Bank (the “Bank”) and the customer (the “Obligor”) based on mutual trust. The Bank shall retain and post a copy of the General Terms and Conditions at each of the Bank's branches and its electronic banking channels. The Obligor can review it or request a copy.

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, a discount applicant and a payment guarantee applicant, hereinafter the same), including loans evidenced by promissory notes, discounting of bills, loans evidenced by deeds, overdrafts, payment guarantees, and foreign exchange transactions.

(2) In the event that the Bank has, through credit transactions with any third party, acquired bills (including checks, hereinafter the same applies) drawn, endorsed, accepted, or guaranteed by the Obligor, the Obligor shall also be bound by the General Terms and Conditions in the performance of the obligations evidenced by such bills; provided that Articles 2, 3, 5, 7 and 9, Paragraph (1) of Article 12 and Paragraph 1 of Article 15 shall not apply.

(3) The General Terms & Conditions shall apply to all transactions and performance of obligations between the principal office and branches of the Bank, and the principal office and branches of the Obligor to the extent that the transactions or the obligations fall within the scope of the above Paragraph (1) or (2).

Article 2 (Obligations on Bills and Credits)

In the event that the credit has been granted through bills drawn, endorsed, accepted, or guaranteed by the Obligor, the Bank may claim the payment of the Obligor’s obligations by exercising the Bank’s rights under the bills or the credits.

Article 3 (Interest and Delay Charges)

(1) The rates, computation method, or time and manner of payment, respectively, of the interest, discount charge, guarantee fee, or commission (hereinafter referred to as “Interest, etc.”) shall be determined by the Bank, to the extent permitted under applicable laws and regulations. The Bank shall ensure that the Obligor reviews the Interest, etc. from the product guide or the Bank’s website before entering into an agreement.

(2) The Obligor may select one of followings in respect to the rate of the Interest, etc. in executing a transaction agreement.

1. In principle, the Bank shall not change the rate until the Obligor's obligations are fully performed.
2. The Bank may periodically change the rate until the Obligor's obligations are fully performed.
- (3) If the Obligor selects Paragraph (2) Item 1 and there is, before the obligations are fully performed, any significant change in circumstances due to a sudden change in the national economy and financial conditions that was not expected at the time of execution of the agreement, the Bank may increase or decrease the rate by giving notice to the Obligor separately. In such case, if the cause for the change ceases to exist, the Bank shall immediately change such rate to conform to such circumstance.
- (4) If the Obligor selects Paragraph (2) Item 2, the increase or decrease of rate of the Interest, etc. by the Bank shall be made within a reasonable extent in accordance with sound customary banking practice.
- (5) Any amount not paid by the Obligor when due and payable shall bear delay charges at the rate determined by the Bank, to the extent permitted under applicable laws and regulations, on the basis of the actual number of days elapsed and a year of 365 days (366 days in a leap year); provided, that the Bank may change such rate to the extent permitted under applicable laws and regulations due to a change in financial conditions and any other reasonable causes; and provided, further, that in the case of foreign exchange transactions, international practices and commercial customs shall apply.
- (6) The Obligor shall be bound by any changes in the computation manner or time and manner of payment, respectively, of the Interest, etc. or default interest from the first date on which the Obligor should pay the interest after such a change, if such a change is made by the Bank as a result of any change in financial circumstances or any other conditions affecting the credit transaction or any other reasonable causes to the extent permitted under applicable laws and regulations.
- (7) If the change is made in accordance with Paragraphs (4), (5) and (6), the Bank shall post such change at each of the Bank's offices and on its electronic media as determined by the Bank for one (1) month from the effective date of such change; provided, that if the change applies to a certain Obligor, such Obligor shall be separately notified of the change.
- (8) If the Obligor incurs unexpected disadvantages pursuant to Paragraph 3 and 6 above, the Obligor may terminate the relevant contract within one (1) month of the first date on which the Obligor should pay the interest after the change. In such case, interest rate that was effective prior to the change shall apply until the date of termination. If the Obligor delays its performance of obligations owed to the Bank as a result of such termination, delay charges shall apply at the rate that was effective prior to the change.

Article 4 (Cost and Expenses)

- (1) The Obligor shall bear the expenses set forth in the following items as a result of default in the performance of the Obligor's obligations:
 1. expenses incurred by the Bank in enforcing or protecting [such as preliminary attachment or preliminary injunction (including termination thereof) etc.] the Bank's rights including claims or security rights against the Obligor, the guarantor, or the owner of collateral;

2. expenses incurred by the Bank for inspection of any collateral or collection of claims; and
3. expenses incurred by the Bank for sending notices to demand performance of the Obligor's obligation.

(2) In the event that the Bank pays on the Obligor's behalf any expenses set forth in Paragraph (1) above not paid by the Obligor, the Obligor shall immediately reimburse the Bank for such payment. Any of such payment not paid immediately on the Bank's demand shall incur the additional amount calculated on a daily basis based on 365 days a year (366 days in a leap year) at the rate of up to six percent per annum as stipulated in Article 54 (Legal Rate of Interest in Commercial Activities) of the Commercial Code; for the period from the date of payment by the Bank to the date of full reimbursement by the Obligor.

(3) Before executing any loan agreement, the Bank shall inform the Obligor of the type and amount of incidental costs and expenses required for loans, in addition to the agreed interest and prepayment fees, in writing, to make the Obligor know in advance. The Bank shall also calculate and inform the Obligor of effective interest rates that add up to the agreed interest and any other charges of a similar nature to be borne by the Obligor.

Article 5 (Purpose and Use of Loan Proceeds)

The Obligor shall expressly describe the purpose of funds in the application for credit. The loan proceeds disbursed to the Obligor by the Bank under the credit transactions shall not be used for any purposes other than those agreed to under the transaction. The same shall apply in the case of payment guarantees and other types of credit extended by the Bank.

Article 6 (Security)

(1) In the case of deterioration of the Obligor's or guarantor's creditworthiness or a significant reduction in the value of the security due to a cause for which the Obligor or the guarantor is liable, the Obligor or the guarantor shall reinstate creditworthiness or furnish substitute security or additional security upon demand by the Bank forthwith to protect the Bank's rights.

(2) The Bank may in principle dispose of any security in accordance with the procedure of voluntary auction under the Civil Execution Act; however, in each of the following cases, the Bank may apply the security to the payment of the Obligor's obligations, or the Bank may sell the security and then deduct expenses from the proceeds and apply the remainder to the payment of the Obligor's obligations pursuant to Article 13. In this case, the Obligor shall pay any deficiency to the Bank promptly, and the Bank shall provide the amount calculating by subtracting the Bank's credit from the appraisal value or the proceeds of security to the Obligor, etc. "Obligor, etc." shall refer to the Obligor, the establisher, and the 3rd acquirer of security.

1. If auction is deemed unreasonable because the value of the security is low;
2. If there is any reason that auctioning at appropriate price is difficult;
3. If it is possible to calculate the fair value without undergoing the auction process because a fair

market price is available;

4. If there is any justifiable reason;

(3) In case the procedure of voluntary auction is not taken, the Bank shall give a notice of the following to the Obligor, etc. and any person concerned, and may dispose of security, unless the person concerned presents the method of disposing of security at a higher price than the expected sales price calculated by the Bank within one month of the date such notice is received. This may not apply, however, if there is a possibility of destruction or damage to the security, or if there is a possibility of a sharp decline in the value of security.

1. How to execute security right

2. Amount of guaranteed obligations

3. Appraisal value or expected sale price of security

4. Reason for direct application of security to payment or for sale of security

(4) In case of any delay in the Obligor's performance of any obligations owed to the Bank, the Bank may continue to occupy or make collections on, or dispose of, pursuant to Paragraph (2), the Obligor's personal properties, Bills, and other securities in the Bank's possession, even if they were not furnished to the Bank for security purposes.

Article 7(Acceleration of Payment)

***The underlined below differ from the standard terms & conditions of the Fair Trade Commission.**

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

1. an order of attachment or provisional attachment against deposits or claims against the Bank is issued, or a notice of attachment for delinquent taxes or public imposts is sent, or compulsory execution or action through other method is commenced; provided, that in case of obligation secured via any collateral, such obligation shall be immediately due to payable for the reason of provisional attachment only when recovery of claims is difficult;

2. an order of attachment or an attachment against deposits or claims against the Bank is issued, or a notice of attachment for delinquent taxes or public imposts is sent, or a compulsory execution or action for delinquent taxes or public imposts is commenced with respect to any of the collaterals provided by the Obligor (excluding the Obligor's deposit or other claims against the Bank set forth in the preceding Item);

3. an application is filed for commencing bankruptcy, rehabilitation, or individual rehabilitation procedures; or an application is filed for listing the Obligor on the registry of delinquent debtors;

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

5. the Obligor is deemed to stop payment due to suspension of its business or concealing itself or otherwise;

6. any of the events stated in Item 1 above occurs with respect to any deposit or other claims against the Bank of the Obligor's oligopolistic shareholder or any comprehensive *kun*-guarantor who is the beneficial owner of the Obligor.

(2) Upon occurrence of any of the events set forth below, obligations which the Obligor owes to the Bank shall be immediately due and payable, provided that on or before three (3) business days prior to the date on which such obligations of the Obligor shall become due and payable, the Bank shall give a notice to the Obligor that the Obligor has failed to pay or perform the relevant obligations as set forth in any of the following Items and the relevant obligations of the Obligor will become due and payable, and if the Bank fails to give such notice to the Obligor prior to three (3) business days prior to the date on which such obligations of the Obligor shall become due and payable, the relevant obligations of the Obligor shall become due and payable on the third business day after the date of actual arrival of notice, and the Obligor shall pay and perform the relevant obligations:

1. the Obligor has failed to pay the interest, etc. for fourteen (14) continuous days after the due date thereof; or

2. the Obligor has delayed the installment payment of the principal and/or interest two (2) times or more consecutively

(3) Upon the occurrence of any of the events set forth below, and as a result the Bank is subject to a substantial risk in preserving its credits, the Bank may, at its sole discretion upon notice to Obligor, demand that the Obligor repay obligations and cancel attachment, etc. and restore creditworthiness, and declare all obligations that the Obligor owes to the Bank immediately due and payable on the due date designated in written notice or demand tendered by the Bank more than ten (10) days prior to the due date, and the Obligor shall immediately pay and perform such obligations:

1. the Obligor fails to pay any one of the obligations owed to the Bank or fails to pay the obligations which are immediately due and payable pursuant to Paragraph (2) or (4);

2. an order of attachment or an attachment for delinquent taxes or public imposts is issued with respect to properties other than those described in Item 1 and 2 of Paragraph 2

3. public sale on collateral commences in order to enforce the security right or a notice of provisional attachment is issued pursuant to the Civil Enforcement Act with respect to any property of the Obligor other than those specified in Paragraph (1) Item 1 above, for this reason, the creditworthiness of the Obligor is substantially deteriorated and the recovery of claims is difficult;

4. it shall become difficult for the Bank to maintain normal banking business with the Obligor due to a breach by the Obligor of any provisions in Article 5 or Article 19 hereof;

5. the Obligor is found to have submitted to the Bank, in connection with a credit transaction, documents that are forged or altered/falsified or materials that are incomplete;

6. the creditworthiness of the Obligor deteriorates substantially as a result of commencement of liquidation procedures against the Obligor, consolidation with an unprofitable company, lockout or suspension of business due to labor disputes, bankruptcy of a related company, or occurrence of any legal disputes which may affect management of the Obligor;

7. the Obligor's credit information is registered as information on delinquency, subrogation or substitute payment, dishonor, related parties, disruption of financial order, or public records under the Credit Information Management Rules.

(4) Upon occurrence of any of the events set forth below, in case the Bank demands payment in writing and the period of 10 days or more determined by the Bank has elapsed, all obligations that the Obligor owed to the Bank with respect to which such event occurs immediately due and payable and the Obligor shall immediately pay and perform such obligations;

1. The Obligor violates any provisions in Article 6 Paragraph (1) and Article 15

2. The Bank determines it to be difficult to maintain a normal transaction with the Obligor due to the Obligor's failure to maintain fire insurance with respect to the collateral, causing damages to the Bank by transferring the collateral to any other person for the purpose of causing harm to the Bank, delaying provision to the Bank as collateral the machinery or building which has been installed or constructed with proceeds from the facility loans extended by the Bank to the Obligor, or breaches of the agreements with the Bank.

3. The guarantor falls into any of the categories set forth in Item 1 and 5 of Paragraph 1, or Item 2 and 3 of Paragraph 3 and the guarantor is not replaced within a considerable period.

(5) Even when any of the Obligor's obligations to the Bank are accelerated under Paragraph 1 or Paragraph 4; if the Bank expressly indicates its intention or if normal transactions continue between the Bank and the Obligor, such as the receipt of installment payments, installment principal/interest payments, interest or delay charges, the grace period of the obligations or other obligations designated by the Bank shall resume at such a time.

Article 8 (Notice of Joint Guarantor of Accelerated Obligation)

(1) If the payment obligation is accelerated pursuant to each item of Paragraph 1 of Article 7, the Bank shall notify such fact in writing to the joint guarantor from the date on which the cause of acceleration occurs if the Bill Clearing House suspends the Obligor's transactions under Item 1, 6, and 4, or otherwise within fifteen (15) business days of the date on which the Bank recognizes such cause of acceleration.

(2) If the obligation becomes immediately due and payable in accordance with Article 7, Paragraphs (3) and (4), the Bank shall notify the joint guarantors in writing within fifteen (15) business days of the date on which such obligations of the Obligor shall become due and payable.

(3) Even if the joint guarantor receives a notice of acceleration in accordance with Paragraphs (1) and (2), the consent of the joint guarantor for continuous transaction is not required with respect to such obligation of which acceleration has been rescinded pursuant to Article 7, Paragraph (5). In this case, the Bank shall give notice of rescission of acceleration in writing to the joint guarantor of such

obligation within fifteen (15) business days.

(4) If the obligation becomes immediately due and payable in accordance with Article 7, Paragraph (2), the Bank shall notify the joint guarantors of the details, in writing, within fifteen (15) business days of the date on which such obligations of the Obligor shall become due and payable.

Article 9 (Obligation to Repurchase Discounted Bills)

(1) The Obligor shall automatically repurchase and immediately pay at face value, without demand or notice from the Bank, all discounted Bills set forth below. If the Obligor performs its repurchase obligation before the due date of each Bill, the Bank shall refund the discount charge for the period from the date of performance of repurchase obligation to the due date for:

1. all Bills requested for discount, if any of the events described in Article 7, Paragraph (1) occur with respect to the Obligor;

2. all Bills which he/she issued or accepted, if any of the events described in Article 7, Paragraph (1) occur with respect to the person who issued or accepted the Bills, or if such person fails to pay the Bill when due;

(2) The Obligor shall repurchase and immediately pay at face value all the discounted Bills as set forth below on the due date designated in notice or demand tendered by the Bank in writing at least ten (10) days prior to the due date. In this case, if the Obligor performs its repurchase obligation before due, the Bank shall refund the amount equivalent to the discount charge from the date of performance of repurchase obligation to the due date;

1. all Bills requested to be discounted, if any of the events described in Article 7, Paragraph 3 and 4 occur with respect to the Obligor;

2. all Bills which he/she issued or accepted, if any of the events described in Article 7, Paragraph 3 and 4 occur with respect to the person who issued or accepted Bills;

(3) Until the Obligor performs its repurchase obligations under Paragraph 1 and 2 above, the Bank may exercise all rights as holder of the Bills.

(4) The provision of Article 7, Paragraph (5) shall apply to the cases of the preceding Paragraph 1 and 2 mutatis mutandis.

Article 10 (Set-off by the Bank)

(1) In the event that the Obligor's obligation is due and payable by maturity or by acceleration upon occurrence of any of the events described in Article 7, or by occurrence of the Obligor's obligation to repurchase the discounted Bills under Article 9, or for any other causes, 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 the Bank and any other of the Obligor's claims against the Bank irrespective of the due dates thereof.

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

(3) If the Bank sets off any obligation of the Obligor against any of the Obligor's or guarantor's deposits and any other of the Obligor's or guarantor's claims ("deposits, etc.") against the Bank pursuant to Paragraphs (1), the Bank may take payment suspension measures with respect to deposits, etc. for the time being prior to set-off; provided, that if the Bank takes payment suspension measure in respect of deposits, etc. of the Obligor or the guarantor, the Bank shall immediately notify the holder of the relevant deposits, etc.

(4) In the event that the Bank effects a set-off in accordance with the provisions of Paragraphs (1) or makes any withdrawals and application in accordance with the provisions of Paragraph (3), such set-off or withdrawal and application shall be promptly effected, taking into account the fair benefits of the Obligor-guarantor-security provider and the period for purposes of computation of the Interest, etc. on the Obligor's credits and obligations and default interest, shall extend up to and including the date on which the notice of set-off is delivered to the Obligor and the date on which the computation for withdrawal and application is made, and the rate shall be determined by the Bank, and the foreign exchange rate shall be determined as the market rate prevailing at the time of computation by the Bank. In this case, as for any of the deposits' of the Obligor with the Bank of which the maturity has not yet been reached, the interest rate agreed to with the Bank at the time of account opening shall apply.

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, whose due date 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 which was discounted by the Bank prior to its due date pursuant to Paragraph (1) above, the Obligor shall repurchase such Bill at its face value, deducting the discount charge for the period from the date of repurchase until its due date; provided that the Obligor shall not effect a set-off against any discounted Bills which the Bank has negotiated to any third party.

(3) Notwithstanding Paragraph 1 and 2, the set-off of any claims and obligations denominated in a foreign currency may not be effected by the Obligor unless and until their respective due dates arrive and all procedures are completed in accordance with the laws and regulations with respect to foreign exchange.

(4) In the event that the Obligor effects a set-off in accordance with Paragraphs (1) through (3), the Obligor shall send the Bank a written notice and shall promptly submit to the Bank any passbook or other certificate evidencing deposits or claims against which such set-off is effected after having the previously reported signature and/or seal affixed thereon.

(5) In the event that the Obligor effects a set-off in accordance with Paragraphs (1) through (3), the period for purposes of computing interest on the Obligor's credits and obligations, discount charge, etc. and delay charges, shall be up to and including the date on which the Bank receives the Obligor's notice of set-off, and the rates shall be prescribed by the Bank, and the foreign exchange rate shall be determined as the market rate prevailing at the time of computation by the Bank. If there is any agreement for prepayment fee, such agreement shall be observed.

Article 12 (Presentment and Delivery of Bills)

(1) With respect to Bills transactions, 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 Bill, the Bank shall not be required to simultaneously return any such Bills to the Obligor. In the event that the Bills are returned to the Obligor, the Bills shall be returned at the Bank's branch, which conducts banking transactions with the Obligor, and the Bank shall request prompt acceptance by the Obligor of the Bill. The 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 shall not be required to present or deliver any such Bills to the Obligor if any of the following conditions is satisfied and the provision of Paragraph (1) shall apply with respect to the handling of the Bills:

1. If the Bank does not know the Obligor's current whereabouts;
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 presentation 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 set-off, etc. has been effected as set forth in Articles 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 payment of the Obligor's obligations in accordance with Article 13.

(4) The presentation of bills may be omitted in case the bank makes a demand for payment for the purpose of suspending extinctive prescription of 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 applications 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, that the Bank may change the order of application unless such a change is adverse to the Obligor's interest.

(2) In the event that there are two or more of the Obligor's obligations against which payment or set-

off is made and such obligations are not discharged in full by such payment or set-off, the Civil Code and other laws shall apply to the amount recovered in the compulsory execution or public sale by exercise of security rights.

(3) In the event that there are two or more of the Obligor's obligations against which payment or set-off is made and any voluntary repayments or deposits which does not fall under Paragraph (2) above are insufficient to satisfy all of the Obligor's obligations, such repayments or deposits, etc. may be applied to the satisfaction of the Obligor's obligations in such order and in such manner as the Obligor may determine. In this case, if the determination of the order of application is likely to adversely affect the Bank's rights, the Bank may without delay raise an objection thereto, and change and designate the obligation to be paid or set off, as determined considering the availability of securities or guarantees, the value and marketability of such securities or guarantees, the due date and the possibility of settlement of the discounted Bills, etc.

(4) In the event that the Bank applies the payments and/or set-offs or withdrawals to the satisfaction of the Obligor's obligations in such an order that differs from the statutory order specified in the Civil Code or any other laws in accordance with Paragraph (3), the Bank shall take into consideration the reasonable interests of the Obligor, the security provider and the guarantor within the scope of not harming the Bank's rights to collect its credit.

Article 14 (Order of Application by the Obligor)

(1) In the event of set-offs effected by the Obligor, as set forth in Article 11, if the deposits, etc. are insufficient to satisfy all of the Obligor's obligations, such deposits, etc. may be applied to the satisfaction of the Obligor's obligations in such an order as the Obligor may determine.

(2) When the Obligor fails to make the determination as set forth in the preceding Paragraph, or if the determination of the order of application provided in Paragraph (1) is likely to adversely affect the Bank's rights, the Bank shall designate the obligation to be satisfied by set-off pursuant to Article 13 *mutatis mutandis*.

Article 15 (Assumption of Risks and Indemnification)

(1) In the event that the Bills which the Obligor has drawn, endorsed, accepted or guaranteed, or the 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 the Obligor's obligations as recorded on the Bank's books, vouchers, etc.; provided, however, that if the Obligor presents the materials different from those recorded in books and vouchers of the Bank, the Bank shall compare them and correct the Obligor's obligation and then, the Obligor shall pay and perform such obligations.

(2) The Obligor shall forthwith furnish any substitute Bills or other instruments, upon the Bank's demand, in the event of loss, destruction, or damage stated in Paragraph (1) above; provided, that this provision shall not apply to the Bills or other instruments which the Bank acquired in the course of transactions with a third party.

(3) The Bank shall be liable for any damage incurred by the Obligor without any negligence of the Obligor from bearing double payment obligations as a result of payments or provision of Bills or other instruments pursuant to Paragraph (1) or (2).

(4) If the Bank has entered into transactions or has handled matters after making adequate inspection with due care to check the seal impression or signature on the Bills or instruments against the Obligor's seal impression or 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, alteration, 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 Charges thereof)

(1) The Obligor shall file with the Bank in the form prescribed by the Bank the following in advance: the Obligor's name, trade name, representative, address 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.

(2) The Obligor shall forthwith notify the Bank in writing of any change in matters filed with the Bank as set forth in Paragraph (1). The foregoing shall apply to any changes which have been registered in the Company Registry.

Article 17 (Faithful Preparation of Materials)

In connection with a credit transaction, the Obligor shall faithfully prepare and submit required materials to the Bank.

Article 18 (Effect of Notice)

(1) Any notice given by the Bank or any document dispatched by the Bank to the Obligor's latest address filed with the Bank shall be assumed to have been delivered at the time it normally should have been delivered.

(2) If any notice given or any documents dispatched by the Bank in accordance with Paragraph (1) above has not been delivered or has been delayed in delivery to the Obligor due to the Obligor's negligence to notify any change pursuant to Article 16, Paragraph (2), such notice or documents shall be deemed to have been delivered at the time it should have normally been delivered; provided, that notice of set-off or acceleration of payment and any other important expression of intention shall be deemed to have been delivered only if such notice was sent by a delivery-certified and content-certified mail.

(3) Copies kept by the Bank of notices or documents forwarded by the Bank to the Obligor and the Bank's record indicating such forwarding and the date thereof shall constitute a prima facie evidence that the Bank has given the notices or documents on such date recorded on the Bank's book, etc.

Article 19 (Report and Investigation)

(1) Upon the Bank's demand, the Obligor shall promptly submit to the Bank reports with respect to the Obligor's assets, liabilities, management, the status of business 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.

(2) The Obligor shall promptly submit to the Bank, even 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 or the status of business or other matters which may affect the Obligor's transactions with the Bank.

(3) If it is likely to be impossible for the Bank to collect its credit extended to the Obligor due to the suspension of trade by the Bill Clearing House, non-performing credit, or deterioration of management conditions of the Obligor based on the reports and investigations submitted in accordance with Paragraphs (1) and (2), the Bank may at any time send members of its own staff, to the extent necessary for the purpose of protecting the Bank's rights to collect its credit, to manage or supervise the Obligor's assets and business management.

Article 20 (Amendments to Terms of Credit Transaction)

(1) In case of a change in the creditworthiness of the Obligor, the Bank may adjust the credit rating as determined by the Bank and change the credit limit, maturity, interest rate and/or other terms of a credit transaction by giving a written notice according to such adjusted credit rating.

(2) If the Obligor has any objection to the terms amended under Paragraph (1) above, the Obligor may terminate the agreement. As for the objection to the amended credit limit or maturity, the Obligor may terminate the agreement within one (1) month of the date when the amendment takes effect. As for the objection to the amended interest rate, the Obligor may terminate the agreement within one (1) month of the first interest payment date under the amendment. The terms before the amendment shall apply until the termination date.

(3) In the event the Obligor acknowledges that its creditworthiness has improved, the Obligor may demand in writing that the Bank change the credit limit, maturity, interest rate and/or other terms of the credit transaction as determined by the Bank. In this case, after examination of the appropriateness of such request, the Bank shall take necessary measures and immediately notify the Obligor of the results of such examination.

Article 21 (Place of Performance, Governing Law)

(1) Any obligations in connection with the Obligor's transactions with the Bank shall be performed at the Bank's branch that conducts transactions with the Obligor, unless otherwise agreed; provided,

however, that if deemed necessary for the management of non-performing credit or for any other reasonable causes, the Bank may transfer the management of credit to the Head Office, local main office, or other branches of the Bank. Such transferred obligations of the Obligor shall be performed at the Head Office, local main office, or other branches of the Bank to which the management of credit has been transferred.

(2) The credit transactions under the General Terms and Conditions shall be governed by and be construed in accordance with the laws of the Republic of Korea, even if the Obligor is not a Korean person or company.

Article 22 (Amendment to the Terms & Conditions)

(1) If the Bank intends to amend the General Terms and Conditions or the terms of other agreements, or in case the changes will adversely affect the Obligor, the Bank shall post notices of the amendment in the Bank's branches and on the website of the Bank.

(2) In case the amendment under Paragraph (1) above will adversely affect the Obligor, the Bank shall notify the Obligor of such amendment via means agreed in advance with the Obligor at least thirty (30) days before the amendment. However, this shall not apply if the terms before the amendment shall apply to the Obligor or in case the Obligor expressly indicates the intention to not receive notification of the amendment.

(3) When the Bank gives notice to the Obligor under Paragraph (2) above, it shall include with the notice, "The Obligor may terminate the General Terms and Conditions within thirty (30) days of the date when the notice arrives in case of not agreeing with the amendment, and the proposed amendment shall be deemed accepted and agreed to by the Obligor if the Obligor does not provide notice of intention to terminate the General Terms and Conditions".

(4) The proposed amendment to the General Terms and Conditions and the terms of other agreements shall be deemed accepted and agreed to by the Obligor, unless the Bank receives the Obligor's written objection to such amendment within thirty (30) days of when the notices in Paragraph (3) above are received by the Obligor.

(5) The Bank shall post or keep a copy of the General Terms and Conditions in all the Bank's branches in Korea to provide the Customer with them upon the request of the Customer.

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 branches of the Bank that conduct transactions with the Obligor shall have jurisdiction over any legal action instituted between the Bank and the Obligor, the guarantor or the owner of collateral in connection with the credit transaction under the General Terms and Conditions; provided, however, that if the Bank transferred the management of credit to the Head Office, local main office or other branches of the Bank for the purpose of management of non-performing credit occurring as a result of causes attributable to the Obligor, the Obligor agrees and consents, in addition to the jurisdiction prescribed by law, that the district court having jurisdiction

over the Head Office, local main office or other branches of the Bank to which the management of credit has been transferred shall have jurisdiction over such legal actions.

The Borrower
For and on behalf of

Name:
Title:
Address: