

[26]. Korea

26.1 Where you have access to the Evolve System and receive the Evolve Services from a HSBC entity located in Korea, including but not limited to The Hongkong and Shanghai Banking Corporation Limited, Seoul Branch, the following additional provisions apply to the Evolve Agreement:

26.1.1. Clause 3 of the HSBC Evolve General Terms shall be replaced in its entirety with:

**//3** Acceptance of terms

You may use the Evolve Services after agreeing to the relevant provisions of the Evolve Agreement by accessing the Evolve System. //

26.1.2. Clause 4.1 of the HSBC Evolve General Terms shall be replaced in its entirety with:

**//4.1** HSBC may provide you with market information, pricing, research and other information services through the Evolve System. However, HSBC is not obliged to provide you with such information and does not guarantee the accuracy of the information. Any use of or reliance on any information provided via the Evolve System or the Evolve Services will be at your own risk and in case where you make a transaction or investment decision relying upon such information, the decision is irrelevant to HSBC and any third-party provider and you acknowledge that the decision is made based on your own independent review and assessment. //

26.1.3. Clause 4.2 of the HSBC Evolve General Terms shall be replaced in its entirety with:

**//4.2** In making available the Evolve System and providing the Evolve Services to you, HSBC is not providing any investment advice or tax advice, and you acknowledge that all investment decisions are made by you independently. HSBC will not provide any personal recommendation to you in respect of, nor provide any advice to you on the merits of, any Transaction. //

26.1.4. Clause 4.5 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//4.5 The Evolve System is provided on an "as is" basis. //

26.1.5 Clause 5.3 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//5.3 You shall ensure that your Authorised Users comply with the terms of the Evolve Agreement and the provisions of any User Guide and any directions or restrictions HSBC may specify from time to time. //

26.1.6. Clause 5.5 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//5.5 HSBC may suspend your access or that of any Authorised User to the Evolve System in the event of an unavoidable reason including an external hacking attempt. In this case, the reason for the suspension will be notified to you in writing or through electronic communication means such as business email. //

26.1.7. Clause 6.1 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//6.1 HSBC may treat all customer Instructions received by it as valid even if it transpires that the instructions received were not genuine or even if they conflict with the terms of any other Instructions or mandates given by you at any time concerning your accounts or affairs, unless it is deemed to be caused by negligence or willful misconduct by HSBC. //

26.1.8. Clause 6.4 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//6.4 If required by law or regulations applicable to HSBC or for system operational reasons, HSBC may modify any Instruction you provide in consultation with you. If no agreement is reached after the consultation, the Instruction is considered cancelled. //

26.1.9. Clause 8.1 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//8.1 To prevent fraud or other illegal activity, HSBC may conduct checks on any Instruction you make from time to time. If we find (or reasonably determine) that an Instruction is suspicious, we may contact you. In this case, HSBC will specify the following:

'If you do not respond within three business days, we are entitled to assume that you have authorised the relevant Instruction.' If you do not respond with three business days despite you were notified the above, we are entitled to assume that you have authorised the relevant Instruction. //

26.1.10. Clause 8.2 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//**8.2** HSBC shall incur no liability in respect of any Instruction which we do not process or which is delayed on the basis of suspicion of fraud or other illegal activity, except in cases of negligence or willful misconduct by HSBC. //

26.1.11. Clause 9.1 and Clause 9.3 of the HSBC Evolve General Terms shall be replaced in its entirety respectively as follows, and Clause 9.2 of the HSBC Evolve General Terms shall be deleted in its entirety.

//**9.1** In the event of unavoidable circumstances such as system failure, or if you fail to comply with the obligations hereunder and the reason therefor is critical, HSBC may suspend or terminate your access to the Evolve System or the Evolve Services. In this case, HSBC agrees to notify you of the reason for the suspension or termination in writing or through electronic communication means such as business email.

**9.3** You may terminate your use of the Evolve System or the Evolve Services at any time upon prior notice in writing or through electronic communication means such as business email. //

26.1.12. Clause 13.1 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//**13.1.1** Subject to Clause 13.1.2 below, HSBC will indemnify you against any loss or damage suffered by you due to any of the following incidents:

- a. An incident caused by the forgery or alteration of the means of access by a third party;
- b. An incident caused by a third party in the course of execution of agreement or electronically transmitting or processing a transaction request;
- c. An incident caused by the use of a means of access acquired by fraudulent or other illegal means by invading electronic apparatus for electronic financial transactions

or HSBC's information and communication network by a third party

**13.1.2** Notwithstanding Paragraph 13.1.1 above, HSBC will not be held liable for all or any part of the loss or damage suffered by you 1) if it is proved that any of the following cases arises from the gross negligence or willful misconduct by you or 2) HSBC has fulfilled its obligations of due care as reasonably requested, such as establishment of, and thorough compliance with, the security proceedings in order to prevent any accident:

- a. In case where you lent, entrusted, assigned or encumbered to a third party the means of access;
- b. In case where you divulged or disclosed your means of access to a third party, or permitted such divulgement or disclosure even when you knew or could easily know that such third party could conduct transactions without authorization by using your means of access;
- c. In case where a financial incident occurred because you refused security measures which the Bank requested in advance to strengthen security with no justifiable reason in addition to verification of identification, authority and the contents of the Instruction, etc. through means of access;
- d. In case where a financial incident occurred because you did any of the followings to means or information used for the additional security measures under subparagraph c. above.
  - (1) You divulged or disclosed them to a third party or permitted such divulgement or disclosure; or
  - (2) You lent, entrusted, assigned or encumbered them to a third party. //

26.1.13. Clause 13.4 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//**13.4** HSBC will not be liable to you for any indirect or consequential losses, damages, claims, costs or expenses you suffer as a result of HSBC Affiliates' negligence, willful misconduct, breach of contract or carelessness relating to your use of the Evolve System or Evolve Services unless HSBC was aware of or could be aware of the possibility of such losses or damages. //

26.1.14. Clause 13.5 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//**13.5** You agree to indemnify HSBC against all losses, damages, claims, costs or expenses

which arise out of or relate to any failure by you to observe or perform your obligations under the Evolve Agreement except to the extent such losses, damages, claims, costs or expenses arise as a result of negligence or willful misconduct by HSBC. //

26.1.15. Clause 13.6 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//**13.6** You agree that the entire aggregate liability of HSBC under and/or arising out of or in connection with this agreement will not exceed in aggregate USD 10,000 or its equivalent in any other currency. However, in the case of the liability arising as a result of negligence, willful misconduct by HSBC **or from the clause 13.1**, this shall not apply. //

26.1.16. Clause 13.7 of the HSBC Evolve General Terms shall be deleted in its entirety.

26.1.17. Clause 14.3 of the HSBC Evolve General Terms shall be replaced in its entirety with:

//**14.3** HSBC may disclose your name, account details and certain other information with your consent from time to time (including as part of the settlement process) in order to act in accordance with your Instructions, operate the Evolve System or otherwise perform our obligations under the Evolve Agreement or applicable law and regulation. Members of the HSBC Group (including branches and agents of any member of the HSBC Group) and third parties selected by any member of the HSBC Group may process, share, disclose and transfer any information relating to you with your consent for the performance of these terms and other purposes in connection with HSBC's operational and business requirements (including data processing, statistical and risk analysis). //

26.1.18. In applying Clause 15.1 of the HSBC Evolve General Terms, customer related individual information (including employees, etc.) obtained and provided by HSBC shall be limited to name, title, and company contact details (company phone number, e-mail address, company address and fax number) in accordance with the Personal Information Protection Act of the Republic of Korea.

26.1.19. Clause 16 of the HSBC Evolve General Terms shall be replaced in its entirety with:

**//16 Variation**

HSBC may at any time vary or update any of the terms of the Evolve Agreement, including any Evolve Service Specific Terms in respect of any existing or additional Evolve Services you may use, by giving written or electronic notice to you (including by messages sent on the Evolve System or by email). When giving the aforementioned notice, HSBC shall indicate to you that 'if you do not agree to the change of the terms you may terminate the Evolve Agreement within 7 days after receiving the notice otherwise you are deemed to agree to the change of the terms'. If you do not agree to the changed terms, you may terminate the Evolve Agreement before the aforementioned due date comes, otherwise you are deemed to have agreed to such varied, updated or additional Evolve Service-Specific Terms. //

26.1.20. Clause 3.3 of the HSBC Evolve Execution Services Terms shall be deleted in its entirety.

26.1.21. Clause 4.2 of the HSBC Evolve Execution Services Terms shall be replaced in its entirety with:

**//4.2** If HSBC becomes aware of a material error in any bid and/or offer rate that HSBC have quoted, HSBC may cancel it before entering into a contract. //

26.1.22. Clause 4.6 of the HSBC Evolve Execution Services Terms shall be replaced in its entirety with:

**//4.6** In relation to any Transaction, the Governing Agreement and the applicable definitions, provisions, terms and conditions set out in the Evolve Transaction Terms Module (together, the "Terms Incorporated by Reference"), together with the written summary of the terms of the Transaction displayed on the Evolve System execution page (the "Transaction Communication"), will comprise all of the terms of that Transaction. The Transaction Communication will constitute a "Confirmation" for the purposes of the Governing Agreement and applicable regulatory requirements. //

26.1.23. The part of "you agree that each Transaction will be subject to the terms of the following Governing Agreement:" in Clause 3.1 of the HSBC Evolve Transaction Terms Module shall be replaced in its entirety with:

//each Transaction will be subject to the terms of the following Governing Agreement: //

26.1.24. Clause of 7.7 and Clause 7.8 of the Post Trade Confirmation of Transactions shall be replaced in its entirety with:

// **7.7** Where the Evolve System enables you to approve a Confirmation in connection with any Transaction, for each Transaction where you have not transmitted your affirmation, assent or agreement though the Evolve System prior to any applicable regulatory deadline, HSBC may determine that you will be deemed to have agreed to the terms of the Confirmation. HSBC shall notify you when sending the Confirmation that 'If you have not transmitted your affirmation, assent or agreement though the Evolve System prior to any applicable regulatory deadline, you will be deemed to have agreed to the terms of the Confirmation.'

**7.8** Even when you have otherwise notified HSBC that you do not wish to receive any confirmation in respect of any transaction you may have entered into with HSBC (including by post, fax or email), for the purposes of meeting any applicable legal and regulatory requirements, HSBC may choose to provide access to such confirmation on the Post Trade Portal and you will be deemed to have agreed to the terms of such confirmation unless you raise an objection through the Evolve System before the applicable deadline. HSBC shall notify you when sending the Confirmation that 'If you have not transmitted your affirmation, assent or agreement though the Evolve System prior to any applicable regulatory deadline, you will be deemed to have agreed to the terms of the Confirmation.' //

26.1.25. Clause 8.8 of the Standard Settlement Instructions Services Schedule shall be replaced in its entirety with:

//**8.8** In the absence of fraud, willful misconduct or negligence by HSBC, HSBC shall not be liable to you for any losses, costs or expenses incurred in connection with any SSI

addition, amendment and/or deletion or any Request. //

- 26.1.26. In case the Evolve Agreement is executed in the English language and the Korean language and there is any conflict between the English version and the Korean version, then the Korean version shall prevail.