# Terms and Conditions on Account with Free Deposits and Withdrawals

#### Article 1 Scope of Application

- (1) Account with free deposits and withdrawals (hereinafter, this "Deposit") shall mean the type of deposit with respect to which the customer may at its own will make deposits and withdrawals without any specific deposit period.
- (2) The matters not set forth in these terms and conditions shall be governed by the General Terms and Conditions on Deposit Transactions.

#### Article 2 Interest

- (1) Interest on the following types of deposits subject to these terms and conditions shall be calculated on each relevant base date described below, and shall be added to the principal amount on the first business day following the relevant base date (the "principal recalculation date"), provided that interest shall not accrue on checking accounts and the Bank may not pay interest for other types of deposits which meet certain standards.
  - Regular Deposit Accounts: the 28<sup>th</sup> day of each of June and December of each year; and
  - 2. Savings Accounts, Free Corporate Accounts, and Household Checking Accounts: the 28<sup>th</sup> day of each month
- (2) Interest on the deposits set forth in the preceding paragraph (1) shall be calculated for the period commencing on the initial date of deposit or the previous principal recalculation date and ending on the date immediately preceding the succeeding principal recalculation date or the date of payment, and calculation shall be based on the average final balance of each day at the rate posted at a branch. However, interest on free corporate account deposits shall be calculated on the basis of the amount of the deposit which has been on deposit for over seven (7) days from the date of deposit for the period from the date of deposit to the date immediately preceding the principal recalculation date or the date of payment, less the amount

of interest already paid.

(3) Interest accrued on the deposits shall be paid in the manner as prescribed in Paragraph (1) or (2) for five years from the final transaction date excluding the interest payment under paragraph (1), and after the five years have elapsed, interest accrued on the deposits may be calculated and paid in lump sum on the account closing date or the date when deposit or withdrawal newly arises without being added to the principal amount.

#### Article 2-2 Deposit Fee

- \* The underlined part of this article is different from the standard terms and conditions provided by the Korea Fair Trade Commission.
  - (1) In the case of deposits denominated in currency for which the average base rate of the previous month is below zero (negative value), the Bank may charge a deposit fee. This fee is calculated on a daily basis by applying the fee rate posted on the Bank's website to the average monthly balance when the average monthly balance is no less than the amount posted on the Bank's website. The fee rate is subject to change according to the change in the base rate notified by the central bank of the relevant currency, and the Bank will notify the customer in advance or immediately of any change in the fee rate.
  - (2) Unless otherwise agreed, the fee prescribed in the preceding paragraph shall be deducted from the principal in the following month by summing the amount calculated on a daily basis, and the fee calculation period is from the 1st of the month to the end of the month. However, in the case of withdrawal request or account closing before the fee is deducted, if the sum of the fees incurred until the withdrawal request or account closing and the amount of the withdrawal requested exceeds the balance of the deposit, the Bank may pay the customer the remaining amount after deducting the fees incurred until then.

## Article 3 Suspended Accounts

The Bank may manage any Deposit separately as a suspended account and place restrictions on transactions of such account including without limitation deposit or withdrawal, balance inquiries or transfer if it falls under any of the following. Upon the customer's request

for deposit or withdrawal, balance inquiries, or transfer relating to such account, the Bank shall forthwith take measures necessary to resume transactions relating to such account before processing such request:

- 1. The account of which the balance is less than 10,000 won, and with respect to which no deposit and withdrawal has been made for a period of one (1) year or more;
- 2. The account of which the balance is equal to or more than 10,000 won and less than 50,000 won, and with respect to which no deposit and withdrawal has been made for two (2) years or more; or
- 3. The account of which the balance is equal to or more than 50,000 won and less than 100,000 won, and with respect to which no deposit and withdrawal has been made for three (3) years or more.

#### Article 4 Transactions Involving Form of Checks and Notes Provided by Bank

- (1) The customer shall perform a transaction using the forms of checks and notes provided by the Bank.
- (2) The forms specified in the preceding paragraph (1) shall be provided by the Bank upon receipt of request from the customer. However, if the number of forms requested is deemed to be excessive, the number may be limited to a number deemed necessary.

#### Article 5 Restrictions on Transactions

- (1) Household checking account shall be limited to one account for each individual throughout all financial institutions.
- (2) The customer shall comply with the limit on the issuance amount printed on the form of household checks delivered under Article 4 (1), and the Bank shall not pay upon presentment of the checks exceeding such issuance limit. However, if the customer transacts directly with the Bank (including other banks), the checks may be issued in an amount exceeding such issuance limit.

(3) If a bankbook of the customer has been used for scams as provided in the Special Act on the Recovery of Financial Scam Damages via Electric Communications, the Bank may suspend financial transactions with respect to the account holder including but not limited to account opening or cash card issuance for the account holder.

## Article 6 Payment of Checks or Notes, and Cancellation of Payment Order

- (1) The Bank shall pay the amount specified in the checks or notes delivered under Article 4 (1) to the holder of such checks or notes at the request for payment from the customer.
- (2) The Bank shall pay only if the checks or notes are presented for payment within the prescribed time limit, except for the checks which may be paid after the expiration of the presentment period.
- (3) If the customer desires to cancel payment order for the checks or notes previously issued, it shall apply in the form prescribed by the Bank, and put up the amount specified in the checks or notes as security deposit pursuant to the Terms and Conditions on Clearing Business.

#### Article 7 Special Rules on Payment

- (1) Notwithstanding Article 6 (1), if the customer has any of the following obligations to the Bank, the Bank may make payment or pay on behalf of the customer from the relevant account without any checks or payment order:
  - 1. Various interests, guarantees, and fees;
  - 2. The principal amount of import notes, and payment request for default on export notes;
  - 3. Penalties under the Terms and Conditions on Clearing Business; or
  - 4. The amount requested for payment in the settlement notice of call funds or repayment receipt for call funds.

## Article 8 Handling the Insufficiency of Funds available for Payment

Upon presentment for payment on the checks or notes exceeding the amount of funds available for payment of the customer, or upon request for performing any other debt obligations on the same day, the Bank shall pay according to the instructions of the customer, and if such instructions are not available, the Bank shall deal with such situation in its discretion.

## Article 9 Refusal to Make Overpayment and Partial Payment

- (1) The Bank shall not pay on checks or notes if the amounts of such checks or notes exceed the amount of funds available for payment in the checking deposit accounts and household checking deposit accounts (including loan limit).
- (2) The Bank shall not pay upon request for partial payment of the face amount of checks or notes.

#### Article 10 Payment and Indemnity regarding Checks and Notes, Etc.

- (1) With regard to payment on checks or notes, the Bank shall not be held liable to the customer for losses incurred by the customer due to the occurrence of any of the following events; provided, however, the Bank shall have taken due care necessary to perform payment business of notes and checks with respect to the events set forth in subparagraph 3 or 4.
  - 1. If payment is made on the check that does not specify the date of issuance, or on the note that does not specify the date of issuance and/or the payee;
  - 2. If payment is made on the last day of the relevant month with respect to the checks or notes which specify a date that does not exist in calendar as the date of issuance or the date of payment (this shall not apply if the date of expiration or payment is a number that is 32 or higher);
  - 3. If payment is made on the check that is a crossed check on the back of which a seal deemed to be the transaction seal notified under Article 5 (1) of the General Terms and Conditions of Deposit Transaction is affixed;

- 4. If payment is made on the check that has the warning 'No Payment Order' which is not clearly indicated on a check or note in a legible manner without knowledge that the check or note is subject to a no payment order.
- (2) If the Bank indemnifies a third party for damages that resulted from payment in accordance with the preceding paragraph (1) 3 due to a breach of the provisions regarding crossed checks under the Act on Checks, the Bank may demand reimbursement of such amount to the customer.

#### Article 11 Transactions with Agents

- (1) If the customer desires to transact with the Bank through an agent, the name and seal of the proposed agent to be used in the transactions regarding checks and notes shall be reported.
- (2) If there is a reason to believe that the agent would undermine the distribution order of checks or notes as the agent reported pursuant to the preceding paragraph (1) is registered in late payment information, guarantee payment information, default information, relevant person information, information on the undermining of financial order, and information on public records among the credit transaction information under the regulations on credit information management, the Bank may notify the customer of such fact and request a change of the agent.
- (3) If the customer issues checks or notes through an agent, the checks or notes shall specify the names of the customer and its agent on their faces as well as the principal-agent relationship between them expressly set forth therein, and the Bank may refuse to pay on the check or note issued only in the name of the agent.

#### Article 12 Termination of Checking Accounts and Household Checking Accounts

(1) If the customer is registered in late payment information, guarantee payment information, default information, relevant person information, information on the undermining of financial order, or information on public records among credit

transaction information under the regulations on credit information management, and if such fact constitutes a reason for termination of checking accounts and household checking accounts prescribed by the Bank, the Bank may terminate this Deposit and notify the customer of such fact.

(2) If the Bank deems it inappropriate to continue to transact with the customer relating to checking accounts because the customer is not qualified to maintain a checking account due to its breach of applicable laws or regulations, or because it breaches material terms of these terms and conditions, the Bank may give prior written notice to the customer and terminate the agreement relating to the relevant Deposit.

# Article 13 Dealings Subsequent To Termination of Checking Accounts or Household Checking Accounts

Upon termination of this Deposit, the Bank shall not pay upon presentment of checks or notes issued prior to the termination, and the customer shall forthwith return the unused forms of checks or notes to the branch where it opened the account.

## Article 14 Checking Account Security Deposit

- (1) The customer shall make a security deposit separately prescribed by the Bank for checking account transactions (the "security deposit") into a sundry account at the Bank.
- (2) If the Bank changes the amount of the security deposit set forth in the preceding paragraph (1), or if the security deposit made by the customer is insufficient due to a change in the branch where the account is opened, the customer shall make an additional deposit for the insufficient amount, and the Bank shall return any excess amount to the customer.
- (3) Upon termination of this Deposit, the Bank may set off the security deposit in the preceding paragraph (1) against the outstanding debt obligations of the customer to the Bank.

- (4) If there is an excess amount of the security deposit over the debt amount specified in paragraph (3), the Bank shall return the excess amount to the customer after collecting any unused forms of checks or notes. However, if there remains any check or note previously issued but not presented for payment, the Bank shall return the amount to the customer after withholding the fees on default handling and the penalty on dishonored notes prescribed under the Terms and Conditions on Clearing Business.
- (5) Notwithstanding the first sentence of the preceding paragraph (4), if the customer is not able to collect the forms of notes or checks for justifiable reasons, the Bank shall promptly return the security deposit.