

remittance conducted based on a call-back confirmation to the same account held with the same bank within/in the last six (6) months, or an account in which records of remittance conducted based on a call-back confirmation have been repeated within 6 months.

- (4) In case where some documents are required in accordance with relevant laws and regulations including but not limited to Foreign Exchange Transaction Law, the Customer shall submit any and all documents required for the Transaction Instruction to the Bank.
- (5) In case of termination of a sub-account hereunder, funds from the sub-account shall be automatically transferred to the relevant mother account.

Article 3 Bank's Confirmation and Liability

- (1) In case the Bank receives a Transaction Instruction under Article 2 hereof, the Bank shall, with naked eyes, check identity between seal/signature in the Transaction Instruction and seal/signature registered with the Bank in connection with the relevant service or deposit/fund account. Thereafter, if the Bank has followed the Transaction Instruction according as it is, through comparing them with due care and attention and determined that there is no difference, the Bank may proceed the Instruction deeming it as a normal request of the service irrespective of its authenticity, and the Bank shall not be responsible for any loss and damage arising therefrom unless it has been caused by willful intent or gross negligence on the part of the Bank.
- (2) In case the Bank fails to follow a Transaction Instruction or performs it delayingly and it arose out of force majeure / act of God such as fire, tele-communication problem, power breakdown, etc., the Bank shall not be responsible for any loss and damage incurred by the Customer unless it has been caused by willful intent or gross negligence on the part of the Bank.
- (3) The Customer agrees and acknowledges (i) that the Customer is sufficiently aware of risks (for example, any delay, suspension, damage, accidental omission or loss in transmission, leaking of information to any third party, possibility of non-delivery to the Bank's staff in charge, etc.) inherent to the Transaction Instruction hereunder, and (ii) that the Bank shall not be responsible for any loss and damage incurred by the Customer due to such risks unless it has been caused by willful intent or gross negligence on the part of the Bank.
- (4) In case the Bank fails to follow a Transaction Instruction for any inevitable reason including without limitation system breakdown, inaccurate instructions, error in the information as described in the given instruction (for example, account number or account holder details), etc., the Bank shall, without delay from receipt of the relevant Transaction Instruction, notify the Customer of the fact that the Bank did not follow the relevant Transaction Instruction and the reason. If the Bank fails to follow a Transaction Instruction due to inaccurate instructions or error in the information described in the given instruction, the Customer shall submit the relevant Transaction Instruction to the Bank again. Provided that, however, if the Bank fails to follow the Transaction Instruction after withdrawing funds from the customer's account, the Bank shall credit back the funds to the customer's account which was debited.

Article 4 Miscellaneous

- (1) This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea.
- (2) In the event that (i) this Agreement is executed both in Korean and English and (ii) there is any conflict between the Korean version and the English version thereof, the Korean version shall prevail.
- (3) This Agreement shall be effective until a party notifies the counterparty with at least one month's prior written termination notice. However, the Agreement relating to deposit

This Agreement is provided in accordance with the relevant laws, and the control standards of The Hongkong and Shanghai Banking Corporation Limited, Seoul Branch.

accounts will be automatically terminated when all of the customer's deposit accounts held with the Bank are closed.

- (4) Unless otherwise regulated hereunder, certain underlying agreements or terms and conditions shall apply, and in the event that there is any conflict between the Agreement and other relevant agreements/terms and conditions, this Agreement shall prevail.

Article 5 Special Agreement

Notwithstanding Article 4 Paragraph 3 of this Agreement, the Customer and the Bank shall maintain this Agreement until _____ (yyyy mmdd).

Customer [_____]
_____ (Seal/Signed)

Address: _____

Tel: _____

<Attachment>

Designation of Call Back Agent

The Hongkong and Shanghai Banking Corporation Limited, Seoul Branch is hereby authorized to contact the following designated Call-back agents for the purpose of Call-back confirmation agreed on the Article 2 (3) of Indemnity Agreement for Financial Transactions through Instructions by Fax, Mail and Person. This Letter of Designation shall be effective until the Bank receives a written termination notice. The Customer agrees to notify in writing the Bank without delay if there is any change made to Call-back agent lists. If the information in regard of Call-back agent(s) is provided on a separate sheet or if additional space is required, the signed accompanying sheet shall form an integral part of this Designation Letter.

	Call Back Agent's Name	Title	Telephone No.	Alternate Telephone No.	Fax No.
1					
2					
3					
4					
5					

Date:

Customer's Seal or Signature:
