

Terms and Conditions on Cross Bank Cash Concentration Service

These terms and conditions shall apply to transactions regarding Cross Bank Cash Concentration Service between The Hongkong and Shanghai Banking Corporation Limited (the “Bank”) and its customer.

Article 1 Purpose

1. The purpose of this Agreement is to set forth matters necessary concerning provision of Cross Bank Cash Concentration service (the “Service”) between HSBC and the Customer.
2. Matters not specified herein shall be in accordance with Electronic Financial Transactions Act, other relevant laws and regulations and HSBC’s General Terms and Conditions on Electronic Financial Transactions.
3. Individual transactions of each account regarding the Service shall follow the General Terms and Conditions on Deposit and other terms and conditions on deposit of the relevant financial institutions including HSBC.

Article 2 Definition

1. “**3rd Party Bank**” shall mean the bank designated by the Customer in the application of the Service (the “Application”) as “3rd Party Bank” among the banks other than HSBC with which the Customer has an account.
2. “**3rd Party Bank Account**” shall mean the Customer’s bank account(s) established with 3rd Party Bank notified by the Customer as “3rd Party Bank Account” in the Application to withdraw money or use the transaction reporting service.
3. “**Bank Business Day**” shall mean a day on which HSBC is open for banking business in Korea.
4. “**Concentration Account**” shall mean the Customer’s transaction account held with HSBC as designated by the Customer as “Concentration Account” into which the funds of the 3rd Party Bank Accounts shall be concentrated.

Article 3 Service Scope

The Service hereunder shall mean the following services.

1. “Cross Bank Cash Concentration Service” shall mean the service provided by HSBC to concentrate part or whole of the balances from the Customer’s 3rd Party Bank Account(s) held with several financial institutions under pre-arranged terms.
2. “Transaction Reporting Service” shall mean the screen-scraping service of providing transaction information of a 3rd Party Bank Account designated by the Customer or inquiry of a B2B settlement account by date.
3. “Real Time Transaction Reporting Service” shall mean the service of providing transaction information of a 3rd Party Bank Account designated by the Customer on a real-time basis. There could be some delay in this service due to information processing, information transmission or network connection.

Article 4 Fee

1. The standard fees for the Service shall be posted on the official website of HSBC. Article 9 of the General Terms and Conditions on Electronic Financial Transactions shall apply for any change in the fees. However, the Customer and HSBC may separately agree on the fees through mutual consultations on condition of maintaining an average balance of the Concentration Account.
2. HSBC shall add up the fees accrued from the first to the last day of each month and withdraw the amount from the account designated by the Customer for fee payment on the 10th of the following month (if the date falls on a weekend/holiday, the immediately following Bank Business Day) with no separate payment request procedure.
3. **Without prejudice to HSBC’s rights under applicable law, HSBC may set off against any and all amounts which are now or become due to HSBC under this Agreement any amount standing to**

the credit of any of the Customer's accounts (whether deposit or otherwise) with any HSBC branch or office or with any affiliate of HSBC of which the customer is the beneficial owner.

4. Bank tariff charged by 3rd Party Bank shall be borne by the Customer.

Article 5 Application and Change of Service

1. For the Service purpose, the Customer shall provide the information required for the Service in the Application form.
2. The Customer shall provide detailed information required for cash concentration for each 3rd Party Bank Account including but not limited to a threshold amount for cash concentration (total available balance or remaining balance exceeding a certain amount, etc.) and concentration frequency. Funds received into the Concentration Accounts after cash concentration cut-off time shall not be transferred to the Concentration Account until the following date for cash concentration.
3. In case of making any change to the information already provided in the application form (Concentration Account, 3rd Party Bank Account, Cash Concentration Frequency, Trigger Time, etc.), the Customer shall fill out and submit a form containing the new information. The Customer shall submit the form at least seven (7) Bank Business Days for any change in Concentration Account and addition/deletion of 3rd Party Bank Account, and one (1) Bank Business Day for any other change in the Service.

Article 6 Internet Banking-Based Inquiry Service

1. HSBC shall provide the Service by using Internet Banking which the Customer signed up for at the 3rd Party Bank.
2. The Customer shall sign up for Internet Banking Inquiry Service at 3rd Party Bank to enable HSBC to provide the Service hereunder.
3. The Customer shall provide HSBC with information required to use Internet Banking Inquiry Service of 3rd Party Bank including but not limited to Internet Banking ID and Password and Digital Certificate, etc. in the Application form for Internet Banking to HSBC. HSBC shall use the aforementioned information and means of access provided by the Customer within the extent required to provide the Service.
4. The Customer may not change information relating to Internet Banking already provided to HSBC following the entrance into this Agreement. If such change is inevitable, a prior written notice shall be submitted to HSBC.
5. In case where HSBC is not able to provide the Service due to any of the following events, HSBC shall resume the Service after the relevant event is resolved.
 - (i) If some documents required for the Service are not submitted to HSBC;
 - (ii) If the Internet Banking Service of 3rd Party Bank is suspended due to maximum login attempts, un-updated passbook, etc.;
 - (iii) If Inquiry service is not normally delivered because of problems in the Internet Banking Service or the Internet network; or
 - (iv) If the 3rd Party Bank Account is suspended because it is included into the list of suspended accounts, a certificate of deposit balance of the account is issued, any legal restriction is imposed, etc.

Article 7 Firm Banking-Based Service

1. HSBC shall provide the Service by using Firm Banking which the Customer signed up for at 3rd Party Bank.
2. The Customer shall apply for Firm Banking Service to 3rd Party Bank to enable HSBC to provide the Service hereunder, and provide Firm Banking Service ID given by 3rd Party Bank to HSBC. The Customer shall delegate authority on the selection of a VAN Service Provider and the operation of VAN Service to HSBC.
3. The Customer may not change information relating to Firm Banking already provided to HSBC following the entrance into this Agreement. If such change is inevitable, a prior written notice shall be submitted to HSBC.
4. In case where HSBC is not able to provide the Service due to any of the following events, HSBC shall resume the Service after the relevant event is resolved.
 - (i) If some documents required for the Service are not submitted to HSBC;

- (ii) If cash concentration is not normally carried out because of problems in Firm Banking Service of 3rd Party Bank, network problems of VAN Service Providers; or
 - (iii) If the 3rd Party Bank Account is suspended because it is included into the list of suspended accounts, a certificate of deposit balance of the account is issued, any legal restriction is imposed, etc.
5. The Customer shall provide the information of the Customer (name of company, business registration number, address and institutional code) and the Customer's employee in charge (name, business phone number and email) to HSBC and agrees that HSBC provides such information to a VAN Service Provider within the extent required to provide the Service.

Article 8 Instruction and Contact Information

1. Regarding the Service, the Customer shall give written instructions to HSBC which is obliged to act upon the instructions. **HSBC may deem any instruction given by the Customer as the one duly determined or approved in accordance with internal rules of the Customer and trust authenticity of documents submitted by the Customer and signature and seal affixed thereon.**
2. If HSBC acts upon the instruction of the Customer after visual comparison of signature or seal affixed on the documents submitted by Customer with that of the Customer registered with HSBC with due care and confirmation of their identicalness, HSBC shall not be liable for any damage or loss incurred upon the Customer. However, this shall not apply if HSBC has prior knowledge of, or could have known, such forgery, alteration or wrongful use of such signature or seal of the Customer.
3. If the instruction of the Customer is incomplete, inaccurate or unclear, HSBC may in its sole discretion have the right to request the Customer to complete, confirm or clarify the instruction.
4. The contact information of the Customer relating to the Service shall be the contact information of the relevant employee written in the Application.
5. In case of changing the contact information of the employee written in the Application, the Customer shall notify HSBC in writing at least five (5) Bank Business Days prior to such change. **The notification and instruction shall take effect upon arriving at HSBC.**

Article 9 Responsibility and Authority

1. HSBC shall exercise reasonable care in the provision of the Service hereunder and shall indemnify the Customer from and against any and all actual and direct losses suffered by the Customer due to negligence or wilful misconduct on the part of HSBC.
2. The Customer shall regularly check whether repetitive transactions conducted under the Service on a regular basis have been completed pursuant to the pre-arranged conditions and inform HSBC immediately of any discrepancies (omission, transactions not relating to the Customer, failure to transmit the report, etc.) between the transaction details checked by the Customer and the transaction report provided by HSBC.
3. **Since there could be difference between details of the actual transaction and the transaction report for such reasons as a time gap, the Customer shall use the transaction report for reference purposes only. The transaction report itself does not represent the Customer's right to the relevant account.**
4. In connection with the provision of the Service, HSBC shall be deemed to act as an agent of the Customer under a limited power of attorney including but not limited to the authority to withdraw funds or inquire transaction information for 3rd Party Bank Accounts on behalf of the Customer. Under this authorization, the power and role of HSBC shall be limited to carrying out all those activities that are necessary for the provision of the Service.

Article 10 Indemnification

1. In the event of any delay or interruption of the Service resulting from disruption or breakdown in communication devices or computer systems beyond reasonable control of HSBC or other inevitable causes, , HSBC may suspend the provision of the Service and shall inform the Customer of the details thereof.
2. If either party hereto suffers financial or material damage arising from the other party's violation of or failure to perform this Agreement, the party attributable to such damage shall indemnify the other party from any and all damage arising therefrom, and indemnification on the part of HSBC shall be determined in accordance with Article 20 (Indemnification) of the General Terms and Conditions on Electronic

Financial Transactions.

Article 11 Confidentiality

The Customer and HSBC shall neither use any information perceived or obtained in the process of delivering the Service for other purpose than the provision of the Service nor disclose it to a third party except to the extent of being released at the request of the government agency as prescribed in the relevant laws and regulations including but not limited to the Act on Real Name Financial Transactions and Guarantee of Secrecy and Credit Information Management Rule of the Korea Federation of Banks.

Article 12 Compliance

HSBC shall have the right to reject any of the Customer's instructions or shall not be obligated to perform any Service if HSBC determines in good faith that the transaction to be conducted under the instruction or performance of any Services is not in compliance with any laws or regulations of Korea.

Article 13 Termination

1. This Agreement shall remain in full force and effect unless either party provides 30 days prior written termination notice to the other party .
2. Either party may terminate this Agreement by delivering a written termination notice to the other party specifying the date of termination which shall be at least 30 days after the date of such notice if the other party does not comply with any provision hereof.
3. Any terms of this Agreement which by their nature extend beyond termination of the Agreement shall survive such termination, and bind successors and permitted assignees of each party hereto

Article 14 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Republic of Korea. A competent court over any litigation arising out of or in connection with this Agreement between the Customer and HSBC shall be determined by the Civil Procedure Act.