

Terms and Conditions on COMSUIE FOREX Services

The Services under the COMSUIE FOREX Basic Agreement (the “Basic Agreement”) shall be provided by the Bank to the Customer subject to the terms and conditions set forth below. Terms defined in the Basic Agreement have the same respective meaning when used herein.

1. Foreign Exchange Contract Transactions

1.1 Description

Under the Services, “Foreign Exchange Contract Transaction” means a transaction whereby the Customer enters transaction details on its screen (currency, amount, delivery date, etc.), based on which, the Bank calculates and displays on the screen tradable rate of a forward foreign exchange transaction at such time (the “Foreign Exchange Contract”), and by the Customer confirming the transaction details and the rate displayed on the screen and indicating its intention to execute the transaction in a manner designated by the Bank such as clicking on the applicable button on the screen, a Foreign Exchange Contract is concluded between the Customer and the Bank. Foreign Exchange Contract Transaction includes transactions to effect in the same manner a change of delivery date (excluding extensions) of a Foreign Exchange Contract already concluded (“Value Date Change Transaction”).

1.2 Principle of Self-Responsibility

The Customer shall conduct Foreign Exchange Contract Transaction only at its own responsibility and based on Customer’s own calculations.

1.3 Transaction Conclusion

A Foreign Exchange Contract Transaction is deemed concluded when the Customer confirms the transaction details and the rate displayed on the screen and indicates its intention to execute the transaction in the manner designated by the Bank, and when such indication of intention reaches the servers of the Bank within the required confirmation time period as designated by the Bank for each transaction, and the Bank’s servers complete the processing necessary to execute the transaction without any problem.

When a transaction is concluded, the Bank will display an operation number (different from the contract number to be notified by the Bank) on the transaction screen together with a message stating that the transaction has been successfully executed. If, for some reason, the message with regard to the execution of the transaction does not appear after the Customer has indicated its intention to execute a transaction, the Customer shall confirm with the Bank, in the manner designated by the Bank, whether a transaction has been executed, which must be done by either confirming via the FOREX Contract Inquiry (as defined in Clause 3.1 hereof) screen or inquiring directly with the Bank (however, for transactions after ordinary telephone reception hours, confirmation can only be made via the FOREX Contract Inquiry screen). The Customer shall be responsible for all losses arising from the failure of confirmation; *provided that* any damage incurred as a result of the Customer’s failure to confirm due to the willful misconduct or negligence of the Bank shall be excluded.

1.4 Limitation on Service Currencies, Hours, Transaction Limits, etc.

Permitted currencies, transaction hours, limit per transaction, transaction maximum period, etc. under the Services (the “Service Details”) shall be separately stipulated by the Bank and made available to the Customer via the website, etc. The Bank may change the Service Details without prior notice; *provided that* the Bank shall immediately notify the Customer of any changes to the Service Details.

Even when the Customer has indicated the intention to execute a transaction within the scope of the Service Details, the Bank may partially or entirely limit the transaction, upon comprehensive consideration of various factors including, but not limited to, the Customer's business operations, financial condition and status of transactions with the Bank; *provided that* in this case, the Bank shall notify the Customer in advance that the transaction will be limited. Further, even for permitted currencies, transactions cannot be conducted when the delivery date is a holiday in either of the countries in the currency-pair, or if it is a holiday in the United States.

In this Services, the amount in Korean won (KRW) calculated by applying the exchange rate shall be rounded off to the nearest whole number.

1.5 Emergency Suspension of Services

Notwithstanding Clause 1.4, the Bank may suspend Services in all currencies or any specific currency if the Bank determines that maintenance work is urgently necessary in order to maintain the Services or financial market conditions, including foreign exchange markets, have deteriorated, or that it is otherwise necessary.

1.6 Transaction Changes/Cancellation

Any Foreign Exchange Contract executed under the Services, other than those subject to Value Date Change Transaction, may not be changed or cancelled via the Services by the Party.

1.7 Cancellation of Value Date Change Transactions

If the Bank recognizes the following situation with regard to any Value Date Change Transaction, the Bank may cancel such Value Date Change Transaction once concluded under the Services. The Customer shall be responsible for all fees and expenses arising in relation to such cancellation:

- (1) at the time the Bank enters a Value Date Change Transaction in the books, the transaction amount exceeds the unused balance of the Foreign Exchange Contract before the change.

2. FOREX Contract Deal Confirmation

2.1 Description

Under the Services, "FOREX Contract Deal Confirmation" means the process where the Customer confirms the details displayed on the screen in relation to a Foreign Exchange Contract designated by the Bank that has been concluded via the Services or in any other manner, or in relation to changes to the transaction date thereof, or cancellation of a Foreign Exchange Contract designated by the Bank concluded in any manner other than under the Services, and the Customer notifies the result of its confirmation to the Bank in the manner designated by the Bank. Upon receipt of the foregoing confirmation result, the Bank shall deem that "Transaction Confirmation" (meaning the "Foreign Exchange Contract Slip" or "Foreign Exchange Transaction Confirmation", etc., hereinafter the same shall apply) has been submitted.

2.2 Subject Foreign Exchange Contract, Change of Transaction Date and Cancellation

Foreign Exchange Contracts, changes to the transaction date thereof and cancellations thereof subject to FOREX Contract Deal Confirmation (a "Subject Transaction") shall be limited to those designated by the Bank, and for any other Foreign Exchange Contract, changes to the transaction date thereof or cancellation thereof, the Customer must submit a separate Transaction Confirmation even during the use of the FOREX Contract Deal Confirmation. In addition, the Customer shall utilize FOREX Contract Deal Confirmation with respect to all of the Subject Transactions and may not utilize FOREX Contract Deal Confirmation for purposes of only part of such Subject Transaction.

2.3 FOREX Contract Deal Confirmation

After it becomes possible to confirm and perform the FOREX Contract Deal Confirmation operation, the Customer must promptly confirm all Subject Transactions displayed on the screen that are subject to FOREX Contract Deal Confirmation and confirm the FOREX Contract Deal Confirmation in the manner designated by the Bank. If the Customer has any doubts in relation to any details, the Customer must immediately contact the Bank. Regardless of the fact that the Customer clicked 'OK' or 'Confirm' on the screen's confirmation menu, if the Customer executes a Foreign Exchange Contract and fails to confirm the FOREX Contract Deal Confirmation prior to the delivery date, the Bank may deem that the Customer has confirmed FOREX Contract Deal Confirmation.

Further, failure of the Customer to confirm the FOREX Contract Deal Confirmation with respect to any Subject Transaction shall not in any way affect any Subject Transaction already concluded, and the Customer must follow the details recorded in the books, etc. of the Bank.

If the Customer is unable to confirm the FOREX Contract Deal Confirmation due to a communication failure, the Customer must confirm the details of the relevant Subject Transactions in the manner designated by the Bank.

2.4 Order of Priority

If there is any discrepancy between the details of the Subject Transaction for which the Customer has confirmed FOREX Contract Deal Confirmation under the Services and the Transaction Confirmation separately submitted by the Customer, then confirmation by the FOREX Contract Deal Confirmation shall prevail.

2.5 Subsequent Correction

After performing the FOREX Contract Deal Confirmation, if it becomes necessary to correct the transaction details for any reason, the Customer must confirm the transaction details after such correction and must confirm the FOREX Contract Deal Confirmation again. In such case, the FOREX Contract Deal Confirmation confirmed with respect to the transaction details before correction shall become void.

3. FOREX Contract Inquiry

3.1 Description

Under the Services, "FOREX Contract Inquiry" means an inquiry in relation to the details of a Foreign Exchange Contract designated by the Bank executed under the Services or otherwise executed in the past.

3.2 Standards for Information

Information to be displayed shall be limited to information available under the Services at the time of inquiry by the Customer, and the Customer confirms that any information subject to change from time to time, such as unused balances, will not necessarily be entirely up-to-date with the latest information.

4. Provision of Information on Exchange Rates, etc.

4.1 Information provided under the Services (including, without limitation, prevailing market rates and publicized rates, as well as information provided via the rate alarm function or e-mail; the same shall apply in Clause 4.4) is limited to that which is available on the Bank's systems at the time of inquiry by the Customer, and the Customer confirms that such information will not necessarily be the latest information or reflect all available information.

4.2 If there are changes in any Foreign Exchange Contract or any related foreign exchange transaction or exchange rate information, etc., the Bank may correct or withdraw such information already provided under the Services. In such case, notice of correction or withdrawal shall not be made.

- 4.3 The Bank shall not be liable for any damages caused under Clauses 4.1 and 4.2; *provided that* if the Bank intentionally or negligently posts false information, the damages to the Customer that have a considerable causal relationship shall be excluded.
- 4.4 Even in the case where information provided under the Services fails to reach the Customer due to failure of the Internet connection or any other communication lines, etc. (except for any errors due to failure of servers or communication lines managed by the Bank), the Bank shall not be required to provide such information again.

5. Personal Information

- 5.1 The Bank may use the personal information (meaning the name, section/department, title, telephone number, facsimile number and e-mail address, which identifies any particular individual, hereinafter the same shall apply) provided by the Customer in relation to the Services for the following purposes:
- (1) to administer the application for, and implementation of, the Services;
 - (2) to verify the identity of any person under all valid treaties, laws, cabinet orders, ministerial ordinances, regulations, notices, guidelines and any other laws, rules or regulations that are applicable now or hereafter and the qualification for the Services;
 - (3) to make research and development for financial instruments and services, including the market research and data analysis and the questionnaire to be conducted internally by the Bank;
 - (4) to propose any financial instruments and services of the Bank and its affiliated and other related companies, by direct mailing or otherwise; and
 - (5) to exercise the rights and to perform the obligations in accordance with applicable laws.
- 5.2 If and when it provides personal information of a person to the Bank, the Customer shall procure the prior written consent of such person, and accordingly, the Bank may regard personal information of a person provided to the Bank as being consented to by such person.