

# Agreement for the Use of Corporate Banking Service for Affiliate

This Agreement is made and entered into by and among \_\_\_\_\_(hereinafter the “Principal Contractor”), \_\_\_\_\_(hereinafter the “Affiliate”), and Hana Bank(hereinafter the “Bank”) in connection with the use of corporate banking service for an affiliate (hereinafter the “Service”) as prescribed below.

## Article 1 (Purpose)

The purpose of this Agreement is to set forth matters on the use of Service that is provided by the Bank to a Principal Contractor and an Affiliate as part of electronic banking services through delegation of authority by the affiliate or the incorporation of the affiliate into a contract.

## Article 2 (Definition)

The terms used in this Agreement shall have the following meanings. Any terms not defined herein shall be pursuant to article 15(mutatis mutandis) of this Agreement.

1. “Service” means an integrated management service offered by the Bank, through delegation or incorporation between a Principal Contractor and an Affiliate, in order for the Principal Contractor to manage electronic banking transactions for the Affiliate in an integrated manner.
2. “Principal Contractor” means a company that conducts electronic banking transactions including inquiry, money transfer and more as described in article 3(Scope of Service) below on behalf of the Affiliate to the extent delegated by the Affiliate.
3. “Affiliate” means a business located in or outside of Korea, which authorizes the Principal Contractor to process electronic banking transactions described in article 3(Scope of Service) below on its behalf or which incorporates its users into a contract.
4. “Delegation” means that the Principal Contractor is given the authority to conduct electronic banking transactions described in article 3(Scope of Service) below including inquiry, transfer and more on behalf of the Affiliate to the extent delegated by the Affiliate.
5. “Incorporation” means that the Affiliate is included in a contract between the Bank and the Principal Contractor, allowing the Affiliate to conduct electronic banking transactions on its own.

## Article 3 (Scope of Service)

The scope of Service provided by the Bank hereunder shall be as specified below.

1. Financial information inquiry via electronic banking services provided by the Bank with regard to the transactions delegated by the Affiliate to the Principal Contractor based on an Application for Corporate Banking Services for Affiliate (hereinafter the Application).
2. Money transfer and other payment via electronic banking services provided by the Bank with regard to the transactions delegated by the Affiliate to the Principal Contractor based on the Application.
3. Other matters requested through the delegation between the Principal Contractor and the Affiliate
4. Electronic banking services registered with the Bank by the Affiliate

## Article 4(Designation of Service)

1. The Principal Contractor and the Affiliate shall specify transactions subject to delegation in the Application jointly completed by the two Parties.
2. Transactions subject to delegation include inquiries and payment in connection with deposit, foreign exchange, loan, export/import, credit card, digital payment, utilities and more.
3. The Principal Contractor and the Affiliate may register the Affiliate’s users by adding them to the Application jointly completed by the two Parties. In such a case, the available services shall be limited to the ones registered with the Bank by the Affiliate.



## Article 5 (Request, temporary suspension, change, termination of Service)

1. The Principal Contractor and the Affiliate shall conclude a contract with the Bank by providing documentation proving respective identification before preparing and submitting the Application to the Bank.
2. In the case that the Bank considers the Principal Contractor does not use the Service as prescribed in this Agreement or any unusual transaction occurs, the Bank may temporarily suspend part or all of the Service at its sole discretion without prior notice.
3. Either the Principal Contractor or the Affiliate may request that the Bank terminate or temporarily suspend part or all of the Service without a prior notice to the other Party.
4. This Agreement may be amended through consultation among the Principal Contractor, the affiliate and the Bank.
5. In the case that the Principal Contractor or the Affiliate intends to terminate the Service in part or in full, the relevant Party shall request termination in writing.

## Article 6 (Consent to Provision of Financial Information to Third Party)

1. The Affiliate shall complete the 'Consent to the Use and Provision of Financial Transaction Information (for corporate banking service for affiliate),' suggesting that the Affiliate agrees to provide its financial transaction information to the Principal Contractor, and then submit it to the Bank.
2. The Consent shall remain valid for up to 5 years from the date of submission. After a set period of time, the Affiliate shall complete and submit the consent again.
3. The Bank shall notify the Affiliate at least once a year by electronic means that the Affiliate has provided consent to the provision of its information to the Principal Contractor. If the Affiliate does not wish to provide its consent, it may revoke its consent at any time at the Bank's branch in person.
4. The refusal of consent to the provision of information shall lead to the unavailability of the Service.

## Article 7 (Procedure of Using the Service)

1. The Principal Contractor shall use the Service in accordance with the procedures established by the Bank.
2. The Principal Contractor shall use the Service at its own risk through electronic banking services provided by the Bank to the extent delegated by the Affiliate (transactions, accounts, etc.).
3. In the case that the Affiliate authorizes the Principal Contractor to withdraw funds from its account and make payments, the transfer limit, a means of access for transfer and more shall follow the limit of transfer and a means of access applicable to the Principal Contractor.
4. The Bank may change or revise the procedures of using the Service at its own discretion with prior notice, provided that such change or revision does not interfere with the Principal Contractor's right or increase the Principal Contractor's responsibility.
5. Any matters not stipulated in this Article shall be pursuant to the procedures and standards of the Bank's electronic banking service.

## Article 8 (Service Hours)

The Service may be available during the operating hours of the corresponding electronic banking transaction as described in article 3 and article 4 hereof.

## Article 9 (Payment of Service Fee)

The Service fee shall be as posted on the Bank's Internet banking.

## Article 10 (Liability and Obligation)

1. The Parties to this Agreement shall perform each article hereof based on the principle of good faith.
2. If the Affiliate shall have such relationship with the Principal Contractor as described in each of the following. Otherwise, it shall provide documents showing consent from the Board of Directors, etc.
  - a. The Principal Contractor is the parent company that has a 100% ownership stake in the Affiliate
  - b. Same business group/affiliate as defined in Item 11 and 12 of Article 2 of the Monopoly Regulation and Fair Trade Act
3. In the case of a change in the relationship between the Affiliate and the Principal Contractor described in the foregoing paragraph 2, the Principal Contractor and the Affiliate shall immediately notify it to the Bank. The Bank shall review the relationship between the Principal Contractor and the Affiliate, as well as required documents, to check if they are still eligible for the Service. The Bank may request additional documents, if necessary, to continue the Service or suspend it.



4. The Bank may check the qualification of the Affiliate as described in the foregoing paragraph 2 when collecting consent to the provision of information. If it is deemed that the relationship between the Principal Contractor and the Affiliate has changed from the time of application, the Bank may suspend the Service by notice to the Principal Contractor and the Affiliate.
5. The Principal Contractor and the Affiliate shall guarantee the authenticity of documents submitted to the Bank. And the Bank shall confirm their authenticity by using ordinary care and make the Service hereunder to be available to the customer.
6. In the case that the Principal Contractor has handled the transactions specified in article 3 and article 4 in accordance with article 7, the Affiliate shall consider it as if they were handled by itself, and shall not raise any objection to the Bank.
7. In the case that there is any scope of usage for electronic banking transactions (transfer limit, minimum required balance and more) which is separately set by the Affiliate and the Principal Contractor, the Bank, regardless of this, may consider that the Affiliate has given the Principal Contractor full power to conduct inquiry, withdrawal, and payment.
8. The Principal Contractor shall take proper measures as described below in order to minimize the risks its employees may face while using the Service.
  - a. The Principal Contractor shall establish a multi-level approval system for transactions. For any transactions deemed significant, it shall operate multiple approval system.
  - b. In the case that the Principal Contractor does not have the multi-level approval system, etc. as described in the subparagraph a, the Principal Contractor shall operate an approval system in a way that minimizes the risks associated with transactions in accordance with its own internal control procedure.
  - c. The Principal Contractor shall have its internal control system in place whereby it can set an appropriate transaction limit by type or per day.
  - d. In the case of any change in the status of users due to retirement, change of duty, etc., the Principal Contractor shall take appropriate measures such as immediately retrieving the authority delegated to the relevant users.
9. The Bank shall notify financial transaction information as requested by the Affiliate in the Application in terms of notification method, notification cycle and more.

#### Article 11 (Indemnification)

1. In the case that the Bank fails to perform any agreements contained herein due to force majeure as described in each of the following subparagraphs, resulting in causing damage to the Principal Contractor or the Affiliate, the Bank shall not be liable for the damage, in full or in part, including direct/indirect or potential loss.
  - a. If it is impossible to perform this Agreement under law or regulatory rule.
  - b. If it is impossible to perform this Agreement for extended period due to failure of communication equipment, communication line, etc. which is beyond the control of the Bank.
2. In cases falling under any of the following subparagraphs, the Bank shall not be liable for the resultant damage, in full or in part, including direct/indirect or potential loss caused to the Principal Contractor or the Affiliate.
  - a. If the Principal Contractor uses the Service only to the extent delegated by the Affiliate
  - b. If the Service is used within the scope of authority given to the users who are incorporated into a contract.
  - c. If the Principal Contractor uses the Service in breach of this Agreement or fails to perform any responsibility and obligation under this Agreement
  - d. If the Principal Contractor fails to manage the user's authority following a change in their duties, personnel status, etc., or if the user inappropriately uses the Service even within the scope of their authority
  - e. If the Principal Contractor neglects to manage a means of access for electronic financial transaction to prevent it from being stolen, forged or altered. But, unless there is any intent or gross negligence of the user, the Bank shall assume responsibility.
  - f. If the Service becomes restricted or unavailable due to the unusual status of an account delegated by the Affiliate such as account closing, payment suspension, accident report, etc.
  - g. If the Bank fulfills its duty as a good manager in accordance with normal business procedures without any intent or negligence.

#### Article 12 (Effective Date)

This Agreement shall take effect on the date that all Parties execute and affix their signature to this Agreement, and shall remain in force until either Party expresses its intention to terminate this Agreement in writing.



Article 13 (Confidentiality and Provision of Information)

The Parties to this Agreement shall not disclose any confidential information relating to the provision and use of the Service to any third party nor shall use such information for purposes other than the provision of the Service, except when this is requested by law or the regulatory authorities.

Article 14 (Settlement of Dispute, Governing Law and Jurisdiction)

- 1. In the case there is any objection to the matters not stipulated in this Agreement or the interpretation of the terms and conditions of this Agreement, the Parties shall make a decision through mutual consultation in accordance with this Agreement.
- 2. This Agreement shall be governed by Korean law. In the case that any dispute arising from or in connection with this Agreement should be settled through legal proceedings, the competent court of first instance shall be determined in accordance with the Civil Procedure Act.

Article 15 (Mutatis Mutandis)

- 1. With regard to the Service stipulated in this Agreement, the handling of individual transaction for each deposit account shall be pursuant to the Bank’s Terms & Conditions for Deposit Transactions and the agreement for relevant deposit account.
- 2. Any matters not stipulated herein shall be pursuant to the General Terms & Conditions for Electronic Financial Transactions and the Terms & Conditions for Corporate Electronic Banking Services of the Bank, and the Regulation for Inter-Banking Network Service of the Korea Financial Telecommunications & Clearings Institute.

Article 16 (Special Clause)

The Principal Contractor, the Affiliate and the Bank shall have the special clause as prescribed below.

(No special clause)

IN WITNESS WHEREOF, this Agreement shall be signed and executed in three copies by the Parties thereto, each Party retaining one copy.

Principal Contractor	Company Name: Address: CEO: (sign) Date:
Affiliate	Company Name: Address: CEO: (sign) Date:
Bank	Hana Bank _____ Branch Address: General Manager: Date:

