

FirmBanking Service Agreement

FirmBanking Service Agreement is entered into by and between _____(the “User Organization”) and Citibank Korea Inc.(the “Bank”) as below:

Chapter 1. General

Article 1. Purpose

The purpose of this agreement is to clearly define the rights and obligations of the Bank which provides the FirmBanking Service and the User Organization which uses the service and set forth matters necessary for the provision or use of the service.

Article 2. Definitions

- ① The “User Organization” refers to the party hereto who uses the FirmBanking Service of the Bank.
- ② The “FirmBanking Service” refers to a service provided for efficient cash management where the employees of the User Organization and the Bank exchange data through real-time or batch transmission without face-to-face communication by linking the computerized systems of the Bank and the User Organization so that the User Organization can process banking activities by itself.
- ③ “Direct Debit (Debit Transfer)” refers to a process in which the User Organization withdraws proceeds for products, services, etc., which are paid by its customers from time to time or regularly, from the deposit accounts of payers and concentrates such proceeds into the master account of the User Organization.
- ④ “Credit Transfer” refers to a process in which the User Organization transfers funds from the master withdrawal account of the User Organization to the account of beneficiaries.
- ⑤ “Value-Added Network Operator” refers to an organization which provides connectivity for services to the User Organization and the Bank.
- ⑥ “Intermediary Organization” refers to an organization which acts as an intermediary for transactions between the User Organization and the Bank.
- ⑦ “Dedicated Line” refers to a communications line which physically links the User Organization and the Bank directly.
- ⑧ “Real-Time Transmission Method” refers to a method through which data are processed or transmitted simultaneously at the time of data creation via the Dedicated Line between the User Organization and the Bank or Value-Added Network Operator.
- ⑨ “Batch Transmission Method” refers to a method through which data are processed or transmitted in batches based on certain time periods or units via the Dedicated Line between the User Organization and the Bank or Value-Added Network Operator.
- ⑩ “Payer” refers to a customer of the User Organization in relation to Direct Debit (Debit Transfer).
- ⑪ “Partial Debit” refers to a method by which, although the amount of balance available for withdrawal in the account of a Payer is less than the billing amount of the User Organization, such balance is withdrawn in its entirety if such balance is equal to or more than a certain amount set by the User Organization.

- ⑫ “Payinfo Service (www.payinfo.or.kr)” refers to a system operated by the Korea Financial Telecommunications & Clearing Institute to provide financial institutions with common services where registered Direct Debit information of all financial institutions are concentrated and Payers can retrieve, terminate or amend registered Direct Debit information.
- ⑬ Terms which are not defined in this agreement shall be subject to the Electronic Financial Transactions Act and the Enforcement Decree thereof, the electronic financial supervision rules and its operation policy, and standard agreement on electronic financial transactions.

Article 3. Types of Services Provided

The FirmBanking Service (the “Service”) provided by the Bank refers to fund transfer (credit transfer), direct debit (debit transfer), fund concentration, collection management based on CMS collection codes, foreign currency remittance, foreign currency cash management, transmission of transaction statements, transmission of account statements, and inquiry of account holder names, including other services which the Bank can provide at the request of the User Organization.

Article 4. Designation of Services and Accounts

- ① In addition to the execution hereof, the User Organization shall designate in the FirmBanking Service Application Form (the “Application Form”) provided by the Bank the services that the User Organization will use and the deposit accounts which shall be used for deposits and withdrawals of funds, inquiry of transaction statements, fee payment, etc. so that the Bank can provide the Service accordingly.
- ② If the User Organization wishes to change or add the contents of the Application Form stated in Paragraph ① above, it shall immediately notify the Bank via the Application Form. Such changes or additions shall take effect when the Bank completes their registration on its computerized system.

Article 5. Service Hours

- ① The Service shall be provided during the business hours (09:00~16:00) of the Bank.
- ② Notwithstanding Paragraph ① above, if the User Organization and the Bank agree otherwise, the Service shall be provided under such agreement.
- ③ In the case of services which use the electronic banking network of the Korea Financial Telecommunication and Clearing Institute (KFTC), the Service shall be provided during the operation hours of the network. Transfer and inquiry related to other financial institutions may be limited or service hours for such transfer and inquiry may change depending on the situation of relevant financial institutions.

Article 6. General Work Process

- ① In order to process services specified in Article 3 hereof, the User Organization and the Bank shall link their computerized systems to each other through a Value-Added Network Operator, Intermediary Organization, or Dedicated Line, and shall process activities via such systems linked.
- ② The User Organization shall transmit transaction instructions or data in pre-formatted messages to the Bank in accordance with computer processing procedures. The Bank shall regard them as legitimate and

valid instructions or data of the User Organization and other stakeholders and process such instructions or data without confirmation.

- ③ Even if transaction instructions or data, etc. sent by the User Organization are due to mistakes, misuse, misappropriation, forgery, alteration or other accidents, the Bank shall not be responsible for the processing results of such instructions or data, etc. unless there is wilful misconduct or gross negligence by the Bank.
- ④ The User Organization and the Bank shall transmit data through Real-Time Transmission Method or Batch Transmission Method under mutual agreement.
- ⑤ Notwithstanding the standard deposit transaction agreement, the Bank shall withdraw funds from withdrawal accounts according to the transaction instruction by the User Organization without passbook, deposit withdrawal request, or checks.
- ⑥ The amount which can be withdrawn from withdrawal accounts shall not exceed the amount of balance available for payment (including credit limit) at the time of withdrawal.
- ⑦ Cashier's checks which are deposited into a withdrawal account can be used as funds for payment even before check clearing if the User Organization makes a written request and the Bank approves it.
- ⑧ If checks which were cashed and withdrawn before check clearing are bad checks, the User Organization shall immediately deposit the unpaid amount of such checks into the account from which the withdrawal was made. If the balance in the withdrawal account is smaller than the unpaid amount or if the User Organization does not deposit such unpaid amount, the Bank may make withdrawals from other accounts of the User Organization without passbook or deposit withdrawal request to make up for the unpaid amount.
- ⑨ In the case that cashier's checks, etc. which are received from the User Organization or customers thereof are bad checks, the Bank shall notify the User Organization of the bad checks and shall not take measures to preserve the right of recourse or other rights.
- ⑩ In principle, the User Organization shall not request to cancel or change transactions of which processing is duly completed by the Bank according to its business procedures at the request of the User Organization.

Article 7. Confirmation of Transaction Details

- ① The User Organization and the Bank shall check the details of transactions processed in relation to the Service by using data printed out from the computerized systems linked between the User Organization and the Bank and shall not write or distribute transaction statements unless the User Organization and the Bank agree otherwise.
- ② The User Organization shall check whether transaction instructions match the processing results stated in Paragraph ① above.
- ③ If the processing results transmitted are different from the details of actually processed transactions, the User Organization shall immediately notify the Bank, and the Bank shall notify the User Organization separately as soon as the Bank confirms the final processing results.
- ④ In relation to check items in the processing results stated in Paragraph ① above, the processing results of the KTFC shall be considered as the processing results of transactions related to financial institutions

other than the Bank.

Article 8. Establishment and Operation of Computerized System

- ① For the use of the Service, the User Organization shall bear expenses for establishment and maintenance of Dedicated Line, terminals, supplementary equipments, etc. needed for its computerized system and shall put in place a system for secure and safe processing.
- ② Details on the operation of the computerized system such as the establishment of IT equipment, data transmission procedures, method, and time, etc. shall be determined by the heads of the technology departments of the User Organization and the Bank through mutual consultation.
- ③ The User Organization shall use encrypted communications for the safe use of the Service and take security measures including the installation of security programs to prevent electronic intrusion such as hacking unless requested otherwise by the User Organization under the responsibility of the User Organization.
- ④ The User Organization and the Bank shall be responsible for the operation of their computerized system. If problems occur, they shall hold liabilities depending on the cause of the problems.

Article 9. Password Management

- ① The User Organization and the Bank may use checksum data to verify the authenticity of electronic data transmitted between both parties and prevent forgery and alteration by a third party. Related details shall be subject to Article 8 hereof.
- ② The User Organization shall manage access media and checksum data as well as account passwords related to the use of the Service under the responsibility of the User Organization to prevent unauthorized use, forgery or alteration by any third party. ,
- ③ The User Organization shall not lend, delegate the authority to use, or provide any third party with access media for the purpose of transfer or collateral, and shall not disclose or expose access media to a third party or leave access media unattended.

Article 10. Confidentiality

The User Organization and the Bank shall not use or disclose all matters which they become aware of or acquire during the use and provision of the Service for purposes other than the use and provision of the Service unless stipulated otherwise by relevant laws including the Act on Real Name Financial Transactions and Confidentiality, and Use and Protection of Credit Information Act, and the rules of Korea Federation of Banks, etc.

Article 11. Limitations and Suspension of the Use of the Service

- ① In relation to the provision of the Service, the Bank shall not process businesses in any of the following cases and although it causes damage to the User Organization, the Bank shall not be liable for such damage incurred to the User Organization.
 - 1. If available funds for payment in the withdrawal account is less than the requested amount for fund transfer.

2. If there is an instruction to transfer fund of which amount exceeds a transfer limit.
 3. If deposit or withdrawal accounts do not exist or are terminated or classified as suspended accounts.
 4. If the certificate of balance for the deposit is issued on deposit or withdrawal accounts on the transaction date.
 5. If accounts stated in the details of a request are different from registered accounts.
 6. If transactions over deposit or withdrawal accounts are restricted for legal or other reasons.
 7. If the User Organization fails to meet the requirements of the Foreign Exchange Transactions Act and related rules.
 8. If it is impossible to provide the Service due to disruption in computerized systems and communications equipment and lines or for other inevitable reasons.
- ② If the User Organization does not pay service usage fees on the agreed payment date, the Bank may suspend the use of the Service by the User Organization.

Article 12. Termination of Agreement

- ① The User Organization and the Bank may immediately terminate this agreement after notifying the other party in writing of the reason for such termination in the case of any of the following subparagraphs:
1. If the User Organization or the Bank violates relevant laws and regulations or their obligations under this agreement.
 2. If any of the parties hereof is faced with a petition for debtor rehabilitation, bankruptcy, the commencement of rehabilitation procedures, and preservation of properties and other similar petitions, the commencement of joint management by creditor financial institutions, decision on transaction suspension by clearing houses, corporate resolution for dissolution, etc.
 3. If the User Organization carries out acts which undermine the sound use of the Service.
 4. If the User Organization which uses the direct debit service conducts any of the following processes:
 - A. If the User Organization makes withdrawals without consent from payers
 - B. If a shortage of funds to make up for the unpaid amount of bad checks occurs three times or more
 - C. If the number of complaints from Payers is three or more per year
 - D. If the User Organization uses the Service to act as an agency for withdrawals
- ② If the User Organization has not used the Service for six months from the last transaction date, the Bank may terminate the Service after giving the User Organization a one month's prior written notice on the reason for such termination.
- ③ If the User Organization and the Bank determine that it is difficult to use or provide the Service for reasons other than Paragraph ② above, they may terminate all or part of this agreement by giving the other party a one month's prior written notice on the reason for such termination.

Chapter 2. Fees

Article 13. Fees

- ① Fees that the User Organization should pay to the Bank for the Service are the same as standard fees on each service specified on the FirmBanking Service Application Form.

- ② Notwithstanding Paragraph ① above, the User Organization and the Bank may determine fee rates otherwise through mutual consultation.

Article 14. Fee Payment

- ① The Bank shall withdraw the aggregate of fees incurred from the first day of a month to the last day of the same month from the account designated by the User Organization without presenting deposit withdrawal requests, passbooks or checks on the 10th day of the following month (or on the following business day if the 10th day of the following month is not a bank business day (such as holidays, Saturdays, and Labor Day)). The User Organization shall deposit the aggregate fee amount into the designated account by the previous business day of the fee withdrawal date.
- ② If this agreement becomes ineffective for reasons including the termination hereof, the User Organization shall deposit, on the date when this agreement becomes ineffective, into the designated account the unpaid amount of fees incurred until the time when this agreement becomes ineffective. Then the Bank shall withdraw the deposited amount without presenting deposit withdrawal requests, passbooks or checks.
- ③ If the account balance of the User Organization is not enough to pay fees, it shall immediately deposit funds into the account to pay fees. If the User Organization does not deposit the necessary amount to make up for such shortage, the Bank may, after notifying the User Organization in advance, make withdrawals from other accounts in the name of the User Organization without deposit withdrawal requests, passbooks, etc. to make up for unpaid fees.

Article 15. Change in Fees

If the Bank intends to change fee rates, the Bank shall notify the User Organization in writing by one month before the date when new fee rates are applied. If the User Organization has any objection, it shall notify the Bank of such objection in writing by one week before the date of the application of the new fee rates. Otherwise, the User Organization shall be deemed to agree on the new fee rates.

Chapter 3. FirmBanking Service

Article 16. Fund Transfer (Credit Transfer) Service

① Definition

Fund Transfer Service refers to an account transfer service where the Bank withdraws funds from a withdrawal account designated by the User Organization according to the payment instruction of the User Organization and deposits such funds into an account with the Bank or an account with other banks. Fund Transfer Service includes payroll payments and is divided into real-time and batch fund transfer services depending on transmission method.

② Process

1. When the User Organization sends detailed fund transfer requests to the Bank in accordance with the processing procedures of each transmission method, the Bank shall regard this as a legitimate and valid fund transfer instruction by the User Organization and transfer the requested fund from the

withdrawal account of the User Organization to the designated account without further confirmation.

2. The Bank shall check deposit account numbers on the fund transfer requests by the User Organization and make fund transfer to such accounts, and shall not check the name of the deposit account holders.
3. The User Organization may transfer funds, with a ceiling of KRW 1 billion per transaction, to all financial institutions which participate in the electronic banking network of the KFTC : provided that, however, accounts for fund transfer shall be limited to accounts to which funds can be transferred via the electronic banking network of the KFTC.

Article 17. Direct Debit (Debit Transfer) Service

① Definition

Direct Debit Service refers to a service where the Bank withdraws proceeds which the customers (“Payers”) of the User Organization should pay to the User Organization from the Payers’ accounts with the Bank in accordance with the direct debit request of the User Organization and deposit such proceeds into the master deposit account designated by the User Organization. Direct Debit Service is divided into real-time and batch direct debit services depending on transmission method.

② Receipt and Management of Direct Debit Application Forms

1. The User Organization shall check the account number and Date of birth in 6 digit (or Business Registration Number) of the Payers and the real name of the account holders and then collect from Payers direct debit applications (including consent to the terms and condition of direct debit) through a method of consent to withdrawal prescribed by the Electronic Financial Transactions Act such as written forms (including electronic documents with digital signatures) or recording. If the applicant for direct debit is different from the name of account holder, consent from the account holder is required.
2. The User Organization shall check the contents of the direct debit applications collected from the Payers (the “Applications”) before electronic registration and store the Applications under Paragraph ⑥ of Article 17 hereof.
3. The User Organization shall deliver the copies of direct debit applications which it received to Payinfo Service (www.payinfo.or.kr).
4. The Bank may separately check to direct debit applicants whether they consent to the contents of the Applications which the Bank received from the User Organization.
5. If the User Organization receives requests from the Payers on new direct debit transactions, change or termination of direct debit transactions, etc. (the “Direct Debit Requests”), the User Organization shall process the Direct Debit Requests in accordance with the following procedures: provided that, however, Direct Debit Requests which the User Organization receives from the Payers shall be used after approval by the Bank.
 - A. When the Payers or third parties on behalf of the Payers request to use their accounts as withdrawal accounts: in the case of individuals, their identity shall be confirmed with valid ID cards and a copy of their ID and the Applications shall be collected; in the case of corporations, the Applications shall be collected together with a copy of Business Registration Certificate, passbook and valid ID of the applicant (the letter of attorney, etc. in the case of an agent).
 - B. If the Payers change withdrawal accounts, etc. in relation to direct debit, it shall be processed as a

new direct debit application in accordance with Item A above.

③ Management of Direct Debit Registration Ledger

1. After receiving the Applications from the Payers, the User Organization shall transmit to the Bank data including withdrawal account number, and the name and Date of birth in 6 digit (or Business Registration Number) of the withdrawal account holder as previously agreed with the Bank. But if the User Organization is directly linked to the Bank without a Value-Added Network Operator, the User Organization shall deliver such data via Payinfo Service (www.payinfo.or.kr).
2. The Bank shall register data received from the User Organization under Subparagraph 1 above, and transmit the processing results.
3. The User Organization and the Bank shall agree that the receiving party checks and processes data and the processing results.
4. If the Bank requests to confirm whether to continue the direct debit service by sending direct debit registration data for the management of a direct debit registration ledger, the User Organization shall cooperate with the Bank.
5. If the Bank receives and processes requests for amendment and termination of Direct Debit information from Payers, the Bank shall transmit data needed for such amendment and termination to the User Organization via Payinfo Service (www.payinfo.or.kr).
6. The Bank may terminate, without prior notice to Payers, registration of information on Direct Debit where there has been no withdrawal request from the User Organization for one year or more. In this case, the Bank shall transmit data needed for such termination to the User Organization via Payinfo Service (www.payinfo.or.kr).

④ Process

1. When the User Organization requests direct debit for collections, the User Organization shall send detailed direct debit requests to the Bank in accordance with computerized processing procedures which both parties separately agree upon.
2. The Bank shall regard the direct debit requests received under Subparagraph 1 above as a legitimate and valid intent of the User Organization to execute transactions, and process such requests without further confirmation. Such requests shall not be changed or cancelled without the Bank's consent.
3. Based on the detailed direct debit requests received from the User Organization, the Bank shall transfer the requested withdrawal amount from the Payers' accounts to the master deposit account on the transfer date designated by the User Organization (or on the following business day if the transfer date is not a bank business day (such as holidays, Saturdays, and Labor Day)) in the case of batch debit transfer, or as soon as the User Organization requests in the case of real-time debit transfer.
4. If available balance in a withdrawal account is less than the transfer amount requested by the User Organization, the Bank shall treat this as payment failure: provided that, however, the Bank shall withdraw the available balance if both parties agree otherwise.

⑤ Handling of Withdrawal Mistake and Bankruptcy

1. If funds are withdrawn from the deposit account of other person due to mistakes, etc., the Bank shall notify the User Organization of such withdrawal mistake via fixed line, and the User Organization shall

immediately check the mistake and return the amount equivalent to such withdrawal to the deposit account from which funds are mistakenly withdrawn. If there are concerns over disputes with customers as the User Organization delays returning the amount mistakenly withdrawn after confirming such withdrawal mistake, the Bank shall discretionally withdraw such amount from the master deposit account of the User Organization without passbooks, deposit withdrawal requests or checks and notify the User Organization of the processing results via fixed line.

2. If withdrawal mistakes occur three times per year (from January 1st to December 31st of a year) in relation to the accounts for which the User Organization directly received the Applications from the Payers, the User Organization shall suspend the receipt of the Applications from the Payers for three months from the date when the Bank notifies the User Organization.
3. If the Bank requests to submit the Applications and attached documents stored by the User Organization under Paragraph ② of Article 17 hereof in order to check withdrawal mistakes stated in Subparagraph 1 above, the User Organization shall immediately submit the requested documents to the Bank.
4. In the processing of direct debit transactions, if cashier's checks issued by other banks are deposited into the withdrawal accounts, such checks can be withdrawn from those accounts even before the clearing of such checks issued by other banks. In the case that the withdrawn checks are bad checks and payment from the withdrawal accounts is not possible, the Bank shall withdraw the amount equivalent to the bad checks from the master deposit account of the User Organization without passbooks, deposit withdrawal requests or checks for settlement and notify the User Organization of the processing results.

⑥ Storage of Data

1. The User Organization shall store the originals of the Applications submitted by the Payers for five years from the date when the Payers cancels their application. If the Payers demand the inquiry of the originals of the Applications, the User Organization shall immediately allow them to view the originals.
2. The originals of the Applications which the User Organization directly received from the Payers shall be stored by the User Organization, and the originals of the Applications which the Bank received from the Payers shall be stored by the Bank.
3. The User Organization and the Bank shall store their transaction records related to this service for five years. If the Payers request the inquiry of such transaction records, the User Organization and the Bank shall immediately allow the Payers to view the records or provide them in writing.

⑦ Obligations on Notice

1. The User Organization shall notify the Payers of the date when the first withdrawal will be made, and distribute the direct debit bills and receipts to the Payers.
2. If the User Organization changes information related to the Payers such as the date of delivery or payer numbers, the User Organization shall notify the Payers in advance.
3. If the Payers request to provide written withdrawal statements, the User Organization shall provide such statements in writing within two weeks from the date when the User Organization receives such request.
4. The User Organization shall notify the Payers of the matters of which the Bank request notification to

Payers.

⑧ Account Switch Service

1. As Firmbanking Direct Debit Service is subject to Account Switch Service, the Bank shall provide registered Direct Debit information to Payinfo Service (www.payinfo.or.kr) to ensure that Direct Debit information can be retrieved, terminated and amended.
2. If an account designated for Direct Debit is changed to other account on Payinfo Service (www.payinfo.or.kr), the existing Direct Debit shall be terminated.
3. If consumers suffer damage arising from Account Switch Service without negligence by consumers, the User Organization shall actively cooperate with the Bank for recovery of such damage.

Article 18. Sweeping (Fund Concentration) Service

① Definition

Sweeping Service refers to a service where the Bank sweeps funds from accounts designated by the User Organization (the “Subaccounts”) to an account designated by the User Organization (the “Master Account”) at the time designated by the User Organization.

② Process

1. The User Organization shall designate the Subaccounts and Master Account in advance so that the Bank can process sweeping.
2. The Bank shall sweep funds which are deposited in the Subaccounts of the User Organization as of the closing time of the Bank to the Master Account of the User Organization on the following business day without presenting passbooks, deposit withdrawal requests or checks, and the User Organization shall not withdraw funds deposited into the Master Account for the deposit date unless agreed otherwise.
3. If funds in the form of notes, checks, etc. (the “Other Bank Issued Bills”) are deposited into the Subaccounts of the User Organization, such funds shall be transferred to the Master Account after the clearing of the Other Bank Issued Bills except for cashier’s checks.

Article 19. Collection Management Service with CMS Deposit Codes

① Definition

Collection Management Service with CMS Deposit Codes refers to a service where, if the User Organization or the customers of the User Organization make deposits into the account designated by the User Organization after inputting CMS Deposit Codes assigned by the User Organization, the Bank transmits deposit statements including CMS Deposit Codes to the User Organization.

② Process

1. The User Organization shall apply for CMS Deposit Code forms to the Bank in advance, and the Bank shall process deposits only when such deposits match the requested CMS Deposit Code forms.
2. The Bank shall transmit to the User Organization deposit statements, including CMS Deposit Codes, on the account designated by the User Organization,

Article 20. Foreign Currency Remittance Service

① Definition

Foreign Currency Remittance Service refers to a service which makes foreign currency payments to overseas countries or to Korea (OTT, OMT, OKT) at the request by the User Organization and notifies the details of foreign currency remittances received from overseas countries or Korea (ITT, IMT, IKT).

② Processing of Foreign Currency Remittance

1. The User Organization shall designate the master account from which foreign currency funds are withdrawn so that the Bank can process foreign currency remittances.
2. If the User Organization transmits a foreign currency remittance request to the Bank, the Bank shall withdraw the requested amount from the master account designated by the User Organization, remit the amount to the bank designated by the User Organization, and send the remittance results to the User Organization by the following business day of the remittance date.
3. When requesting domestic foreign currency remittance, the User Organization can choose to use the general SWIFT network or the KFTC network depending on beneficiary banks, but such choice may be limited depending on whether beneficiary banks are the members of those networks.
4. The User Organization shall deposit funds for remittance into the designated master account before the Bank executes foreign currency remittance.
5. If there are several requests for foreign currency remittance on the same day, the order for remittance processing shall be determined by the Bank.
6. The User Organization shall check foreign currency remittance statements by the following business day of the remittance date, and if the User Organization finds that the content of the statements is different from the remittances actually executed, the User Organization shall notify the Bank by the following business day of the remittance date. If there is no such notice, the Bank shall not hold liabilities for the remittance results.

③ Processing of Notice on Foreign Currency Remittance Received

1. The User Organization shall designate an account for collection so that the Bank can provide the notice on foreign currency remittance received.
2. The Bank shall transmit the statement on foreign currency remittance received from overseas as soon as it becomes aware of such receipt.

Article 21. Foreign Currency Cash Management Service

① Definition

Foreign Currency Cash Management Service refers to a service where the Bank processes fund transfers among foreign currency accounts with the Bank (the “Foreign Currency Account Transfer”) in accordance with the request by the User Organization, or opens or terminates time deposit or general deposit accounts in foreign currencies.

② Processing of Foreign Currency Account Transfer

1. If the User Organization sends a detailed request on Foreign Currency Account Transfer to the Bank, the Bank shall transfer the requested amount from the master account designated by the User Organization to the foreign currency account designated by the User Organization and send the transfer results to the User Organization.

2. If there are several requests for Foreign Currency Account Transfer on the same day, the order for transfer processing shall be determined by the Bank.
3. Accounts to which Foreign Currency Account Transfers can be made at the request by the User Organization shall be limited to accounts prescribed by the Foreign Exchange Transactions Act and relevant regulations.

③ Opening and Termination of Foreign Currency Time Deposit Accounts

1. If the User Organization sends a request to open foreign currency time deposit accounts to the Bank, the Bank shall withdraw funds for account opening from the designated master account of the User Organization to open foreign currency time deposit accounts and send the processing results to the User Organization.
2. The foreign currency time deposit accounts which are opened under Subparagraph 1 above shall be terminated on its maturity date (or on the following business day if the maturity date is not a bank business day (such as holidays, Saturdays, and Labor Day)) without termination request by the User Organization, and the Bank shall deposit the principal and interests into the master account designated by the User Organization and send the processing results to the User Organization.
3. If the User Organization sends a request on early termination of foreign currency time deposit accounts opened under Subparagraph 1 above before the maturity date of such deposits, the Bank shall terminate such accounts as requested, deposit the principal and interests into the master account designated by the User Organization, and send the processing results to the User Organization.
4. For the processes specified in Subparagraphs 1~3 above, the designated master account shall be deemed as a base account, and foreign currency time deposit accounts shall be deemed as consolidated accounts.
4. If there are several requests on the opening and termination of foreign currency time deposit accounts on the same day, the order for processing shall be determined by the Bank.

④ Opening, Deposit, Withdrawal and Termination of Foreign Currency General Deposit Accounts

1. The User Organization shall designate a master account for the withdrawal of foreign currency funds so that the Bank can process the above-mentioned.
2. If the User Organization sends a request to open foreign currency general deposit accounts to the Bank, the Bank shall withdraw funds for account opening from the designated master account of the User Organization to open foreign currency general deposit accounts and send the processing results to the User Organization.
3. If the User Organization requests a deposit into or a withdrawal from the foreign currency general deposit accounts opened under Subparagraph 1 above, the User Organization shall send a deposit or withdrawal request. In the case of a deposit request, the requested amount shall be withdrawn from the designated master account of the User Organization and deposited into the foreign currency general deposit accounts. In the case of a withdrawal request, the requested amount shall be withdrawn from the foreign currency general deposit accounts and deposited into the designated master account of the User Organization. In both cases, the processing results shall be sent to the User Organization.
4. If the User Organization requests to terminate foreign currency general deposit accounts which were

opened under Subparagraph 1 above, the User Organization shall send a termination request to the Bank. Then the Bank shall terminate foreign currency general deposit accounts, deposit the proceeds into the master account of the User Organization, and immediately send the processing results to the User Organization.

5. For the processes specified in Subparagraphs 1~4 above, the designated master account shall be deemed as a base account, and foreign currency general deposit accounts shall be deemed as consolidated accounts.
6. If there are several requests on the opening, deposit, withdrawal, and termination of foreign currency general deposit accounts on the same day, the order for processing shall be determined by the Bank.

Article 22. Transaction Statement Service

① Definition

Transaction Statement Service refers to a service which sends the User Organization deposit and withdrawal statements for deposit accounts designated by the User Organization. The service is classified into real-time transmission of transaction statements and batch transmission of transaction statements depending on transmission methods.

② Process

1. The User Organization shall confirm that the designated account number is the account number in the name of the User Organization.
2. The headquarters of the User Organization may designate deposit accounts which are opened in the Business Registration Number of a branch or office of the User Organization which exist as the same legal person. In this case, the Bank shall confirm that the headquarters of the User Organization has a legitimate status to exercise the rights as the holder of a title deed.
3. In relation to transaction statements for accounts designated by the User Organization, the Bank shall inquire about and send the User Organization data including transaction date, transaction code, transaction amount, transacting branch, type of funds for transaction, depositor name, etc.

Article 23. Account Statement Service

① Definition

Account Statement Service refers to a service which sends the User Organization statements on the opening or termination of deposit accounts with the Bank if deposit accounts are opened in the Business Registration Number designated by the User Organization.

② Process

1. The User Organization shall designate the Business Registration Number before using this service.
2. The User Organization shall confirm that the Business Registration Number designated under Subparagraph 1 above is the Business Registration Number of the User Organization, and the Bank shall not be responsible for checking whether this is the Business Registration Number of the User Organization.
3. The headquarters of the User Organization may designate the Business Registration Number of a branch or office of the User Organization which exist as the same legal person. In this case, the Bank

shall confirm that the headquarters of the User Organization has a legitimate status to exercise the rights as the holder of a title deed.

4. If the Business Registration Number specified in Subparagraph 3 above is changed or added, the User Organization shall immediately notify the Bank in writing of such change or addition.

Article 24. Account Holder Name Inquiry Service

① Definition

Account Holder Name Inquiry Service refers to a service where, if the User Organization needs to check the name of a Payer after receiving a direct debit application from the Payer, or if the User Organization needs to check beneficiary names in order to transfer funds to the customers of the User Organization, the Bank inquires about the names of account holders at the request by the User Organization and sends the statement to the User Organization.

② Process

1. The User Organization shall send bank codes and account numbers to the Bank.
2. The Bank shall inquire about account holder names via the KFTC network by using data received from the User Organization and send the results to the User Organization.
3. The User Organization shall be fully responsible for disputes with the customers of the User Organization in relation to this process.

Article 25. Other Services

Other services refer to transmission and receipt of various data which the User Organization and the Bank agree upon.

Chapter 4. Common

Article 26. Loss Sharing and Indemnification

Loss sharing and indemnification in relation to FirmBanking Service hereunder shall be subject to Article 20 of the standard agreement on electronic financial transactions of the Bank.

Article 27. Applicable Terms

- ① Matters not specified in this agreement shall be subject to the Electronic Financial Transactions Act and the standard agreement on electronic financial transactions of the Bank.
- ② Processing for each account related to FirmBanking Service shall be subject to the Bank's standard deposit transaction agreement, terms and conditions for each account, and standard foreign exchange transactions agreement, relevant laws and regulations including the Foreign Exchange Transactions Act, standard terms and conditions on bank loan (for corporations) and agreement thereof, and rules on the KFTC network.

Article 28. Consultation

The User Organization and the Bank may determine matters not specified in this agreement through mutual

consultation.

Article 29. Effectiveness and Term of Agreement

This Agreement shall take effect from the date of execution hereof and remain in full force and effect for a period of one year from the date of execution hereof.

Article 30. Termination due to Expiry and Extension of Agreement

- ① Except for termination under Article 12 hereof, if the User Organization or the Bank intends to terminate this agreement for the reason of the expiry of the agreed term, each party shall give the other a one-month's prior written notice: in this case, this agreement shall be terminated on its expiry date.
- ② If this agreement reaches its expiry date and there is no notification of termination under Paragraph ① above, the agreement shall be automatically extended by one year upon the expiration of the term or any renewal term of the agreement under the same terms and conditions of the previous term.

Article 31. Amendment

The User Organization and the Bank shall make amendments to this agreement only through written agreement.

Article 32. Objection and Dispute Resolution

- ① The User Organization shall be responsible for addressing all disputes with its customers or any third party in relation with processing by the Bank at the request of the User Organization, and the Bank shall cooperate with the User Organization in dealing with the customers of the User Organization as much as possible.
- ② If the User Organization has any objection in relation to the processing by the Bank, the User Organization may request the Bank in writing to address relevant issues or apply for dispute resolution.
- ③ If the User Organization has raised any objection to the Bank, the Bank shall notify the User Organization of the results of investigation or resolution within 15 days.
- ④ The Bank shall designate officials in charge of dispute resolution and notify the User Organization of their contact information.

Article 33. Prohibition of Transfer of Rights and Obligations

Each party hereto shall not transfer their rights and obligations hereof to any third party without prior written consent from the other party.

Article 34. Others

- ① If the commencement of the Service is disrupted due to problems with facilities and technologies and legal issues which are not attributable to any of the parties hereto after the execution hereof, the commencement of the Service shall be delayed until the resolution of such problems and issues.
- ② Matters not specified in this agreement and any discrepancies in the interpretation hereof shall be determined in accordance with general commercial practices.

Article 35. Governing Law and Jurisdiction

- ① This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea.
- ② The User Organization and the Bank shall abide by the code of civil procedures in the case of lawsuits arising out of this Agreement.

Date:

User Organization:	(Company Name)	Bank:	_____branch of Citibank Korea Inc.
	Representative Director	(seal)	Branch head (seal)