



Multibank Service Agreement

Multibank Service Agreement (this “Agreement”) is entered into between _____ (“the Client”) and Citibank Korea Inc. (“Citibank”) to set forth the terms and conditions on the provision and use of Multibank Service.

Chapter 1. General

Article 1. (Definitions)

1. “Multibank Service (the “Service”)” collectively refers to the entire services specified in Article 2 hereof including sweeping from Citibank or other bank accounts held by the Client and provision of account transaction statements.
2. “Withdrawal Account” refers to a demand deposit account held by the Client with Citibank or other banks and an account from which all or part of its balance is withdrawn according to agreed schedule to sweep funds into a designated account.
3. “Receiving Parent Account” refers to a demand deposit account held by the Client with Citibank where funds withdrawn from Withdrawal Accounts are concentrated.
4. “Fee Withdrawal Account” refers to a demand deposit account held by the Client with Citibank where fees payable to Citibank for the use of this Service are automatically withdrawn every month and whose transaction currency is the Korean won.
5. “B2B” refers to electronic payment method among payment methods between corporates to make payments/ receive collections related to commercial transactions via Citibank or other banks and a service which provides transaction details on the internet banking of Citibank or other banks.
6. “Payable-through Virtual Account” refers to a service where Citibank assigns to the Client virtual accounts provided by partner banks to support the Client’s collection via virtual accounts.

Article 2. (Types of Services)

The scope of the Service provided by Citibank is as follows

Service Type	Description
1) Sweeping Service	Sweeping of balances in Withdrawal Accounts in the name of the Client according to the time and cycle requested by the Client into the Receiving Parent Account
2) Account Transaction Statement	A service where credit/debit details of Withdrawal Accounts in the name of the Client or credit details of the Receiving Parent Account are provided to the Client in a manner agreed upon with the Client.
3) Multibank B2B Transaction Statement	A service where B2B transaction details via the internet banking in the name of the Client are provided to the Client in a manner agreed upon with the Client.
4) Collection Statement of Payable-through Virtual	A service where collection details of Payable-through Virtual Accounts assigned to the Client are provided to the Client in a



Account	manner agreed upon with the Client.
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Article 3. (Application for Service)

- ① At the time of application for this Service, the Client shall submit “Multibank Service Application Form (the “Application”)” by indicating the types of services the Client intends to use, Withdrawal Accounts, Receiving Parent Account, Fee Withdrawal Account, etc.
- ② In the case of application for sweeping service, Receiving Parent Account and Fee Withdrawal Account shall be designated as mandatory items for the provision of the Service. In the case of application for Account Transaction Statement, Multibank B2B Transaction Statement and Collection Statement of Payable-through Virtual Account, Fee Withdrawal Account shall be designated as a mandatory item for the provision of the Service.
- ③ If the Client wishes to change or add the service types, the Client shall notify Citibank in writing of such change or addition and the date thereof by seven days before such change or addition.

Chapter 2. Internet Banking-Based Sweeping Service

Article 4. (Process)

- ① Citibank shall provide the Service based on internet banking: provided that, however, Citibank may sweep balances by using its internal IT network if Withdrawal Accounts designated by the Client exist in Citibank. The Service excludes withdrawal accounts of other banks for which internet banking is not provided.
- ② In order for Citibank to provide the sweeping service, the Client shall apply for electronic banking transaction (the “Internet Banking”) at the banks which the Client designates for withdrawal. When the Client applies for the Internet Banking to such banks, the Client shall designate Withdrawal Accounts and Receiving Parent Account for the sweeping service as withdrawal account and receiving account, respectively, on the applicable Internet Banking.
- ③ If the Client wishes to designate Withdrawal Account and receiving account in addition to Withdrawal Accounts and Receiving Parent Account specified in Paragraph 2, the Client shall notify Citibank in writing of such additional accounts.
- ④ If the designation of Receiving Parent Account specified in Paragraph 2 is terminated(or cancelled) under a relevant agreement on the Internet Banking, Citibank may request the Client to immediately designate its Receiving Parent Account for the sweeping service.
- ⑤ In order to provide detailed information related to the sweeping service, the Client shall submit to Citibank “Multibank Service Application – for Internet-based Sweeping (the “Application”)” together with this Agreement after filling in necessary information on the Application such as access information for Internet Banking of each withdrawal bank (user ID, access passwords, debit passwords, etc.) and Withdrawal Account information (account number, password, etc.), and deliver to Citibank physical devices for transfer transactions via the Internet Banking (OTP, etc.). If



the Client has delivered to Citibank all necessary information and devices, Citibank shall begin services from the time agreed upon with the Client.

- ⑥ The Client shall write "Confirmation of Receipt or Delivery of Important Documents" when delivering to Citibank important physical objects for fund transfer (such as security card and OTP, etc.)
- ⑦ In the process of the Service, Citibank may, if necessary (except information which cannot be changed), change Internet Banking access information, and shall notify the Client of such changes if the Client requests in line with procedures set by Citibank. Meanwhile, the Client shall not change Internet Banking access information that the Client has provided to Citibank after the execution of this Agreement. If the Client wishes to change such information inevitably, the Client shall notify Citibank by seven days prior to such change. Citibank shall not be responsible for any losses arising from the delay or suspension of the Service due to negligence in such notice.
- ⑧ If the Client should initialize or change Internet Banking access information, update passbooks or process other works under other banks' Internet Banking policies in order for Citibank to provide the Service, the Client shall cooperate with Citibank.
- ⑨ The sweeping time of the sweeping service shall be designated during business hours of Citibank and service hours of the Internet Banking of other banks. Withdrawal cycle, date and amount for each Withdrawal Account, etc. shall be based on the Application filled in by the Client.
- ⑩ If the withdrawal date that the Client indicates in the Application is a holiday, such withdrawal shall be processed on the first business day following the holiday.
- ⑪ Citibank shall provide the Client with reports on transaction details on other banks' accounts and collection details on the Receiving Parent Accounts by the following business day from the sweeping date through the Internet Banking system and other communications channels. The Client shall check whether there is any problem with the sweeping results. Citibank shall record and store sweeping details related to the Service in its database.
- ⑫ The Client shall agree that Citibank uses Internet Banking ID of withdrawal banks the Client provided to Citibank in relation to the sweeping service for the purpose of processing the sweeping service, and shall not execute transactions by itself such as fund transfers which belong to the Service by using such Internet Banking ID. The Client shall give Citibank a mandate for entire Internet Banking transactions which belong to the Service except for inquiries.
- ⑬ If a third party other than Citibank has accessed or used the Internet Banking accounts of the Client, Citibank shall not have any liability unless it is proved that such unauthorized access or use is attributable to the wilful misconduct or negligence by Citibank.
- ⑭ Of Withdrawal Accounts with other banks requested by the Client, the Service shall not be provided for accounts such as concentration accounts using CMS code (including Firmbanking accounts) which are operated under separate agreements with other banks. Therefore, if the Client wishes to use the Service for such accounts, it shall have separate consultations with Citibank
- ⑮ As sweeping is conducted for available balances in Withdrawal Accounts at Citibank and other banks, if the Client does not want their accounts under overdraft agreement or accounts of which the overdraft limit is newly established, changed or deleted after the commencement of the Service to be debited up to their overdraft limits, the Client shall specify the limit amount in the Application so that such accounts cannot be debited up to their overdraft limit. Citibank shall not be responsible for losses incurred due to negligence in such notice



Article 5. (Exceptions)

Citibank shall provide the Service in compliance with Citibank's related policies, terms and conditions, and the terms on electronic financial transactions of withdrawal banks designated by the Client: provided that, however, in the following cases, Citibank shall not provide the Service for related accounts until such cases are fully resolved

1. If Internet Banking service at withdrawal banks designated by the Client is not applied for
2. If Internet Banking service that the Client applied for to withdrawal banks is suspended due to excessive numbers of password errors, passbooks which are not updated, etc.
 3. If there is no Withdrawal Account at other banks or designated receiving accounts are different from the Receiving Parent Account specified in Article 3 hereof
4. If transactions on Withdrawal Accounts are restricted due to classification as accounts under transaction suspension, the issuance of deposit balance certificates, legal restrictions or other reasons
5. If balances in designated Withdrawal Accounts are smaller than the amounts requested by the Client
6. If Citibank cannot process activities related to the Service due to discrepancy between the Internet Banking data of other banks which the Client provides Citibank by filling in related applications and the information on the Internet Banking which is actually applied for at other banks; or
7. If there has been no sweeping from designated Withdrawal Accounts for six months for reasons including lack of balances, account termination, inactive accounts, user ID termination, passbooks which are not updated, transfer restrictions from long-term non-existence of sweeping activity, and excessive numbers of password errors

In relation to Subparagraph 7, Citibank may notify the Client of long-term non-existence of sweeping activities and possible suspension of sweeping if there has been no sweeping for three months. If there has been no sweeping for six months, Citibank may notify in writing the Client of termination of the Service. If the Client does not notify in writing Citibank of its rejection of termination within one month from such termination notice, the Client shall be considered to agree on such termination and Citibank may terminate the Service for related Withdrawal Accounts.

Chapter 3. Firmbanking-based Sweeping Service

Article 6. (Process)

- ① Citibank shall provide the Service on Firmbanking platform: provided that, however, Citibank may sweep account balances by using its internal IT network if withdrawal accounts designated by the Client exist in Citibank. The Service excludes Withdrawal Accounts for which the Firmbanking platform is not provided.
- ② In order for Citibank to provide the Service, the Client shall execute Firmbanking service (the "Firmbanking") agreement with withdrawal banks designated by the Client. Client codes and ID codes that are assigned to the Client under the Firmbanking agreement with such withdrawal banks shall be used by Citibank only, if such codes are used for the provision of the Service:



provided that, however, the Client shall consult with Citibank if the Client wishes to use such codes for its own business other than the Service. In addition, fees under the Firmbanking agreement with other banks shall be settled monthly

- ③ In order for Citibank to provide the Service through the Firmbanking platform, the Client shall submit to VAN operators designated by Citibank “Firmbanking Application to be Submitted to VAN Operators” in addition to the execution of this Agreement. The Client shall give Citibank a full mandate for the designation and operation of VAN.
- ④ In order for Citibank to provide the Service, the Client shall submit to Citibank “Multibank Service Application – Firmbanking-based Sweeping (the “Application”)” together with this Agreement after filling in necessary information on the Application such as corporate codes, ID codes, and Withdrawal Accounts of each withdrawal bank. After the Client delivers to Citibank all necessary information for each Withdrawal Account designated in the Application, Citibank shall begin the Service from the time agreed upon between the Client and Citibank
- ⑤ Citibank shall implement the Service in accordance with requested schedule and amounts in the Application although Withdrawal Accounts which the Client provides as necessary information at the time of submitting the Application are subject to overdraft agreement.,
- ⑥ The service hours under this Agreement shall be as follows. If the Client needs the Service before or after the service hours, the service hours may be adjusted under consultation between the Client and Citibank (if the service hours are adjusted, Paragraph 7 may not be applied): provided that, however, transmission time may be restricted depending on the computerized system of each withdrawal bank designated by the Client
 - KRW sweeping: bank business days 08:00 ~ 22:00
 - FCY sweeping: bank business days 08:00 ~ 15:00
 - Statement on transactions with other banks: bank business days 08:00 ~ 22:00
- ⑦ Citibank shall process transactions under the Service in accordance with withdrawal cycle, date and amount, etc, of each Withdrawal Account which the Client indicates on the Application.
- ⑧ If the withdrawal date that the Client specified in the Application in Paragraph 4 is a holiday, such withdrawal shall be processed on the first business day following the holiday.
- ⑨ The Client shall confirm the details and results of sweeping through the Internet Banking system and other communications channels. Citibank shall provide the Client with transaction details on other banks’ accounts and collection details on the parent accounts on the day when related process is done or on the first business day following such process through the Internet Banking system, other communications channels, etc. Citibank shall record and store the sweeping details related to the Service in its database.
- ⑩ The Client shall not execute by itself transactions which belong to the Service by using corporate and ID codes which are provided to Citibank in relation to the Service. The Client agrees that transactions related to the Service are processed by Citibank, and shall provide Citibank with the entire Firmbanking transaction data which belong to the Service.
- ⑪ If a third party other than Citibank has accessed or used Withdrawal Accounts designated by the Client, Citibank shall not have any liability unless such unauthorized access or use is attributable to the wilful misconduct or negligence by Citibank.
- ⑫ Of Withdrawal Accounts with other banks requested by the Client, the Service shall not be provided for accounts such as concentration accounts using CMS code (including Firmbanking accounts) which are operated under separate agreements with other banks. Therefore, if the



Client wishes to use the Service for such accounts, it shall have separate consultations with Citibank.

- ⑬ As sweeping is conducted on available balances in withdrawal accounts at Citibank and other banks, if the Client does not want accounts under overdraft agreement or accounts of which overdraft limit is newly established, changed or deleted after the commencement of the Service to be debited up to their overdraft limits, the Client shall indicate the limit amount in the Application so that such accounts cannot be debited up to their overdraft limit. Citibank shall not be responsible for losses incurred due to negligence in such notice.

Article 7. Exceptions

Citibank shall provide the Service in compliance with Citibank's related policies, terms and conditions, and the terms on electronic financial transactions of withdrawal banks designated by the Client: provided that, however, in the following cases, Citibank shall not provide the Service for related accounts until such cases are fully resolved.

1. If the Firmbanking agreement is not executed with withdrawal banks designated by the Client.
2. In the case of FCY sweeping, if transactions requested by the Client are not eligible for payment approval under a foreign exchange transactions act, etc. or do not meet requirements under relevant laws and regulations.
3. If it is impossible to debit accounts designated by the Client or provide transaction details on such accounts due to disruption of computerized system of withdrawal banks designated by the Client.
4. If there is no Withdrawal Account at other banks or designated receiving accounts are different from the Receiving Parent Accounts specified in Article 3 hereof.
5. If transactions on Withdrawal Accounts are restricted due to classification as suspended accounts, the issuance of deposit balance certificates, legal restrictions or other reasons
6. If balances in Withdrawal Accounts are smaller than the amounts requested by the Client
7. If transactions are restricted on Withdrawal Accounts or Receiving Parent Accounts for legal or other reasons; or
8. If there has been no sweeping from Withdrawal Accounts for six months for reasons including lack of balances, account termination, inactive accounts, and passbooks which are not updated.

In relation to Subparagraph 8, Citibank may notify the Client of long-term non-existence of sweeping activities and possible suspension thereof if there has been no sweeping for three months. If there has been no sweeping for six months, Citibank may notify in writing the Client of termination of the Service. If the Client does not notify in writing Citibank of its rejection of termination within one month from such termination notice, the Client shall be considered to agree on such termination and Citibank may terminate the Service for related withdrawal accounts.

Chapter 4. Multibank B2B Transaction Statement



Article 8. (Process)

- ① Citibank shall provide the Service based on the Internet Banking, and B2B transaction statements for which the Internet Banking is not available shall be excluded from the Service.
- ② In order for Citibank to provide B2B transaction statements, the Client shall apply for electronic banking transaction (the "Internet Banking") at the banks which manage B2B transactions designated by the Client ("B2B Transacting Banks"). .
- ③ In relation to B2B transactions on which the Client intends to receive statements, the Client shall submit to Citibank "Multibank Service Application – for B2B Transaction/ Payable-through Virtual Accounts Statements (the "Application")" after filling in necessary information on the Application such as the names of transacting banks, banking classification, service classification (purchase/sale), electronic payment methods (account receivable loan, purchase loan, etc.) and details on such methods.
- ④ In order for Citibank to inquire about B2B transactions through the Internet Banking, the Client shall indicate on the Application Internet Banking access information of each B2B Transacting Bank (user ID, access password) and other necessary information and submit it to Citibank: provided that the Client should provide a user ID which has entitlement to the inquiry of B2B transaction details. If the Client renews such ID, it shall provide updated Internet Banking access information in the same manner mentioned above.
- ⑤ If the Client has applied for Internet-based sweeping service and provided Internet Banking access information and other necessary information under Subparagraph 5 of Article 6 hereof, the user ID provided may be indicated on the Application to be used for the Service but such ID shall have entitlement to the inquiry of B2B transaction details.
- ⑥ After the Client has provided Citibank with all information specified in Paragraphs 4 and 5, Citibank shall provide the Service from the time agreed upon with the Client.
- ⑦ In the process of the Service, Citibank may, if necessary, change Internet Banking access information, and shall notify the Client of such changes if the Client requests in line with procedures set by Citibank. Meanwhile, the Client shall not change Internet Banking access information that the Client has provided to Citibank after the execution of this Agreement. If the Client wishes to change such information inevitably, the Client shall notify Citibank by seven days prior to such change. Citibank shall not be responsible for any losses arising from the delay or suspension of the Service due to negligence in such notice.
- ⑧ If the Client should initialize or change Internet Banking access information, or process other works under other banks' Internet Banking policies in order for Citibank to provide the Service, the Client shall cooperate with Citibank.
- ⑨ The transaction inquiry time of the Multibank B2B Transaction Statement service shall be designated during business hours of Citibank and service hours of the Internet Banking of other banks. Inquiry cycle and time, etc. shall be based on the Application filled in by the Client
- ⑩ If the date for transaction statement that the Client indicates in the Application is a holiday, it shall be processed on the first business day following the holiday
- ⑪ Citibank shall provide the Client with B2B transaction reports by the following business day from the inquiry date through e-mail, fax, the Internet Banking system, or other communications channels as requested by the Client. The Client shall check whether there is any problem with the reports. Citibank shall record and store B2B transaction statements inquired through the Service in its database.



- ⑫ In relation to the inquiry of B2B transaction details, the Client shall agree that Internet Banking ID of each B2B Transacting Bank provided to Citibank is used by Citibank to process the Multibank B2B Transaction Statement service. The processing of Multibank B2B Transaction Statement service shall include procedures for testing and actions to deal with errors.

Article 9. (Exceptions)

Citibank shall provide the Service in compliance with Citibank's related policies, terms and conditions, and the terms on electronic financial transactions of B2B Transacting Banks designated by the Client: provided that, however, in the following cases, Citibank shall not provide the Service for related accounts until such cases are fully resolved

1. If Internet Banking service at B2B Transacting Banks designated by the Client is not applied for
2. If Internet Banking service that the Client applied for to other banks is suspended due to excessive numbers of password errors, or other reasons.
3. If B2B transactions via B2B Transacting Banks requested by the Client are terminated or detailed information specified in Article 8 hereof including electronic payment methods and details thereof are different from actual situation.
4. If Citibank cannot process activities related to the Service due to discrepancy between the Internet Banking data of B2B Transacting Banks which the Client provides Citibank by filling in the Application and the information on the Internet Banking which is actually applied for at the relevant bank; or
5. If any B2B transaction report has not been generated for six months due to excessive numbers of password errors or other reasons.

In relation to Subparagraph 5, if there has been no transaction statement for three months, Citibank may notify the Client of long-term suspension of the Service and possible discontinuation of the Service. If there has been no use of the Service for six months, Citibank may notify the Client in writing of termination of the Service. If the Client does not notify Citibank in writing of its rejection of termination within one month from such termination notice, the Client shall be considered to agree on such termination and Citibank may terminate the Service for related B2B transactions.

Chapter 5. Collection Statement of Payable-through Virtual Account

Article 10. Process

- ① Citibank shall provide the Service based on the internet to provide collection statements of Payable-through Virtual Accounts of the Client who executed Payable-through Virtual Account Agreement.
- ② In order for Citibank to provide collection statement of Payable-through Virtual Accounts, the Client shall indicate information to access the website which manages Payable-through Virtual Account transaction statements ("Collaborative Website") and other necessary information on the "Multibank Service Application – for B2B Transaction/ Payable-through Virtual Accounts Statements (the "Application")" and submit it to Citibank. If the Client has delivered all necessary information to Citibank, Citibank shall begin services from the time agreed upon with the Client.



- ③ In the process of the Service, Citibank may, if necessary, change the access information of the Collaborative Website, and shall notify the Client of such changes if the Client requests in line with procedures set by Citibank. Meanwhile, the Client shall not change the access information of the Collaborative Website that the Client has provided to Citibank after the execution of this Agreement. If the Client wishes to change such information inevitably, the Client shall notify Citibank by seven days prior to such change. Citibank shall not be responsible for any losses arising from the delay or suspension of the Service due to negligence in such notice.
- ④ If the Client should initialize or change the access information of the Collaborative Website or process other works under such website' operational policies in order for Citibank to provide the Service, the Client shall cooperate with Citibank.
- ⑤ The inquiry time of the Payable-through Virtual Account collection statement service shall be designated during business hours of Citibank and service hours of the Collaborative Website. Inquiry cycle and time of such statements, etc. shall be based on the Application filled in by the Client
- ⑥ If the date for providing collection statement that the Client indicates on the Application is a holiday, it shall be processed on the first business day following the holiday
- ⑦ Citibank shall provide the Client with collection statements of Payable-through Virtual Accounts by the following business day from the transaction inquiry date via e-mail, fax, the Internet Banking system or other communications channels as requested by the Client. The Client shall check whether there is any problem with the statements. Citibank shall record and store in its database collection statements of Payable-through Virtual Accounts which were inquired about through the Service.
- ⑧ In relation to the inquiry of collection statements of Payable-through Virtual Accounts, the Client shall agree that access information of the Collaborative Website provided to Citibank is used by Citibank to process the inquiry service of collection statements of Payable-through Virtual Accounts.

Article 11. (Exceptions)

Citibank shall provide the Service in compliance with Citibank's related policies and terms and conditions: provided that, however, in the following cases, Citibank shall not provide the Service for related accounts until such cases are fully resolved

1. If the user ID of the Client of the Collaborative Website is suspended due to excessive numbers of password errors or other reasons.
2. If Payable-through Virtual Accounts requested by the Client are terminated.
3. If Citibank cannot process activities related to the Service due to discrepancy between the access information of the Collaborative Website which the Client provides Citibank by filling in the Application and actual information registered on the Collaborative Website.
4. If there has been no collection statement of Payable-through Virtual Accounts for six months due to excessive numbers of password errors or other reasons.

In relation to Subparagraph 4, if there has been no transaction statement for three months, Citibank may notify the Client of long-term suspension of the Service and possible discontinuation of the Service. If there has been no use of the Service for six months, Citibank may notify the Client in writing of termination of the Service. If the Client does not notify Citibank in writing of its rejection of termination within one month from such termination notice, the Client shall be considered to agree on



such termination and Citibank may terminate the Service regarding collection statements of Payable-through Virtual Accounts.

Chapter 6. Common Process

Article 12. (Debit from Receiving Parent Account)

- ① Funds in the Receiving Parent Accounts designated in Article 3 hereof shall be withdrawn on the first business day following the date when the sweeping service is provided
- ② Notwithstanding Paragraph 1, the debit schedule specified in Paragraph 1 may not be applied if the Client and Citibank agree otherwise

Article 13. (Control and Security)

- ① Citibank shall manage and operate Withdrawal Accounts and Receiving Parent Accounts designated by the Client within the scope of the mandate specified under this Agreement and shall not use such accounts for other purposes. For this purpose, Citibank shall designate personnel who will be in charge of the Service to strictly manage control and security thereof.
- ② The Client shall be responsible to store and manage the passbooks and seal impressions of Withdrawal Accounts used for sweeping by Citibank.

Article 14. (Fees and Conditions)

- ① Fees on the Service provided by Citibank shall be based on processing fees, and may be adjusted under the condition of maintaining average balance in Receiving Parent Accounts
- ② Monthly fees which will be charged on the Client shall be as follows, and other fee rates and their calculation which are not set forth in this Agreement shall be determined as agreed upon between the Client and Citibank.

Classification	Internet Banking-based sweeping service	Firmbanking-based sweeping service
1) Sweeping	[KRW] Per client : (up to once per day) Per account : KRW 50,000 (up to once per day) Per transaction :	[KRW] Per client : (up to twice per day) Per account : KRW 30,000 (up to twice per day) Per transaction :
2) Account Transaction Statement	Per account : KRW 10,000 (up to once per day)	
3) Multibank B2B Transaction Statement	Per client : KRW 300,000 (up to once per day) Per service : KRW 50,000 (up to once per day)	



4) Collection Statement of Payable-through Virtual Accounts	Per client : KRW 300,000 (up to once per day) Per service : KRW 50,000 (up to once per day)

The amount of fees for the Service shall be determined at the time of execution hereof, depending on the number and amount of sweeping to be done on behalf of the Client and average balance in Receiving Parent Accounts. The above fees may be adjusted through mutual agreement between the Client and Citibank.

Article 15. (Fee Payment)

- ① The Client shall pay to Citibank an aggregate amount of fees payable by the Client for each month on the 10th day of the following month (or, if such day falls on a holiday, the following business day).
- ② Fees shall be automatically withdrawn from the Fee Withdrawal Account designated by the Client in Application without a separate request for fund.
- ③ Any and all transaction costs incurred from other banks in relation to the Service (interbank fund transfer fees through the Internet Banking for the sweeping service) shall not be included in the fees of the Service and be imposed under agreement between the Client and other banks.
- ④ If the Client fails to pay the fees related to the Service when due, Citibank may limit the use of the Service by the Client.

Article 16. (Indemnity)

If any of the following events occurs, Citibank shall not have any responsibility to provide the Service and related obligations until such event is resolved.

- 1. Delay or disability in performance of the Service due to riot, fire, natural disaster, or other mechanical or electronic-line failure or subversive act beyond Citibank’s control
- 2. If the Service is duly performed as mutually agreed between or determined by the Client and Citibank
- 3. Citibank ‘s failure in performance of the Service due to disruption for a long time in the Internet Banking and Firmbanking, of withdrawal banks designated by the Client, the network of the Korea Financial Telecommunication & Clearing Institute, and public authentication certificates.
- 4. Unavoidable failure in performance of the Service by Citibank during a day due to changes in the Internet Banking homepage or transaction screens provided by withdrawal banks/ B2B Transacting Banks / Collaborative Website designated by the Client
- 5. Delay or disability in sweeping due to changes in Internet Banking or Firmbanking information of other banks provided by the Client to Citibank for which Citibank is not responsible
- 6. Regarding the Receiving Parent Account specified in Paragraph 2 of Article 4 hereof for Internet Banking-based Multibank Service, sweeping is not conducted properly as the designation of receiving accounts on other banks’ Internet Banking is cancelled, or funds are credited to



accounts other than Receiving Parent Account because such accounts are additionally designated as receiving accounts

7. Any of the exceptions set forth in Articles 5, 7, 9 and 11 hereof disables the provision of the Service
8. If direct/indirect losses occur because measures set forth in Paragraph 15 of Article 4 and Paragraph 13 of Article 6 hereof are not implemented
9. Neither the Client nor Citibank shall be liable for any consequential, contingent or special damage and loss (including expected loss of profits), even if the concerned party had been notified of the possibility of such loss or damage.

Article 17. (Cooperation)

If there occurs any event which renders it difficult for Citibank to properly perform the Service, Citibank shall notify the Client of the details of such event as promptly as possible and shall use its best efforts to ensure that the Service be properly performed.

Article 18. (Confidentiality)

Neither the Client nor Citibank may use any or all information set forth below which is acquired or learned in the course of information sharing or in connection herewith for any purposes other than the performance of the Service or disclose the same to others.

1. Details of collections, transaction details on the accounts of other banks, B2B transactions, collections via Payable-through Virtual Accounts and other information acquired by Citibank in relation to the Service
2. Information provided by the Client to Citibank in relation to Internet Banking service of each of the banks designated by the Client, accounts at other banks, and important physical objects
3. Citibank's business operations and details thereof acquired by the Client in relation to the Service

Article 19. (Term and Amendment of the Agreement)

- ① 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.
- ② The term of this Agreement shall be automatically extended for an additional one year period unless either the Client or Citibank notifies the other party of its intention to refuse the extension of the term of this Agreement in writing at least one month prior to the expiry hereof.

Article 20. (Termination)

If any of the following events occurs, either the Client or Citibank shall be entitled to terminate this Agreement by giving the other party a written notice thereof:

1. An insolvency, court receivership, bankruptcy, dissolution, liquidation etc. has occurred or is clearly expected to occur to the other party
2. A breach of this Agreement by the other party renders it impossible to continue the transactions
3. Other causes render it impossible to continue this Agreement



Article 21. (Interpretation, etc.)

Any matters not contained herein or any discrepancies in the interpretation of matters not contained in this Agreement shall be determined based on this Agreement through a mutual agreement between the parties. Any dispute or disagreement arising out of or in connection with this Agreement or the performance of the Service shall be settled through a mutual consultation between the parties.

Article 22. (Reliance)

- ① Citibank may deem that any and all instructions made by the Client shall have been lawfully approved by the Client and rely on (a) any or all instructions made by the Client and (b) the authenticity of any and all documents provided by the Client to Citibank in connection with this Agreement and any and all signatures or seals appearing in such documents. Citibank shall not be liable for any damages incurred by the Client due to any forgery, falsification or fraudulent use of specimen signature or seal impression or other incident, if Citibank has verified such signature or seal impression appearing on any documents filed or provided by the Client, with due care and with the naked eye, in comparison with the signature or seal impression previously filed with Citibank, and taken actions in reliance upon the authenticity thereof.
- ② Citibank may rely on and take actions in reliance on any information, communications, instruction or requests provided by the Client or its authorized third party to Citibank (collectively, the "Information") and consider the Information as true and correct and having been lawfully approved by the Client
- ③ The Client hereby agrees that Citibank shall not be obligated to investigate the authenticity or correctness of the Client's instructions and/or information except for the information specified in Paragraph 1. Citibank may make a claim against the Client for damages (other than damages incurred due to Citibank's negligence or willful misconduct) and costs incurred due to Citibank's reliance on or any actions taken in reliance on such instructions or Information, and the Client hereby agrees to immediately pay to Citibank upon request by Citibank.

Article 23. (Liability)

- ① Citibank shall exert reasonable due care as a prudent manager in performing the Service hereunder and shall indemnify the Client for and against any or all loss incurred by the Client due to negligence or willful misconduct by Citibank or its representative. If such loss is in whole or part due to negligence or willful misconduct of the Client or its officers or employees and/or its representative, the amount of loss to be indemnified by Citibank shall be proportionally reduced, and Citibank shall not be liable for any loss from any action taken by Citibank at the Client's direction. Citibank shall be liable for any fraud committed by its employees or representatives
- ② The Client shall promptly notify Citibank of any difference, discrepancy or deficiency of funds and maintain and regularly verify the accuracy of its books and records. The Client shall inspect



transaction statements provided by Citibank or received by other means and immediately notify Citibank via fixed line of and submit in writing any deposits or withdrawals not appearing on the transaction statements of Receiving Parent Accounts or Withdrawal Accounts, or any deposits or withdrawals on such statements that do not belong to the Client. Citibank shall not be liable for any damage incurred by the Client due to any delay in the provision of such notice by the Client unless Citibank is or had been aware of such damage

- ③ Citibank is entitled to act as an attorney of the Client within the scope of service explicitly authorized by the Client in connection with the Service to be performed under this Agreement. Citibank's authority and role shall be limited to the extent necessary to perform the Service. Citibank agrees not to use any or all information provided by the Client for any purposes other than necessary for the performance of the Service.

Article 24. (Consultation)

Any matters not specified herein shall be determined through mutual consultation in accordance with general commercial practices.

Article 25. (Governing Law)

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea.

Article 26. (Jurisdiction)

Any actions or litigation arising out of or in connection with this Agreement and any separate agreements executed hereunder shall be brought before the court which exercises jurisdiction over the location of the Client or Citibank.

Article 27. (Amendments)

- ① The Client and Citibank may amend this Agreement through a written agreement.
- ② Notwithstanding Paragraph 1, Citibank may amend this Agreement by giving a notice to the Client by one month or more before the effective date of such amendment. In the case of the above notice, Citibank shall also notify that "if the Client does not agree with amendments hereof, the Client may terminate this Agreement within 30 days from the date of this notice, and if the Client does not express its intention of such termination, the Client shall be deemed to agree with such amendments."
- ③ Notwithstanding the three Paragraphs above, if the Client intends to amend the "Multibank Service Application – for Internet-based Sweeping", "Multibank Service Application – for Firmbanking-based Sweeping", and "Multibank Service Application – for B2B Transaction/ Payable-through Virtual Accounts Statements" which were already submitted by the Client in connection with this Agreement, the Client shall state "Amendment" in the request type of the same application forms and indicate other necessary information to effect such amendments without modifying this Agreement.

