

CASH SWEEPING SERVICE AGREEMENT

Deutsche Bank AG,
Seoul Branch





Cash Sweeping Service Agreement

Pursuant to the request of _____ (the “Customer”), a company established under the laws of the Republic of Korea, Deutsche Bank AG, Seoul Branch (the “Bank”) hereby agrees to enter into with the Customer a cash sweeping service agreement (the “Agreement”) for the provision of cash sweeping service and other services related thereto with respect to the cash deposited into the accounts under the name of the Customer in accordance with the following terms and conditions.

Article 1. (Definition)

Unless otherwise defined herein, the following terms have the following meanings;

- (1) “Accounts” shall mean the account(s) under the name of the Customer opened with the Bank and/or other banks or financial institutions more particularly set out in the Set-up Forms in which the available funds shall be managed pursuant to the provisions of the Agreement, but which, for the purposes of the Agreement, shall not include the Concentration Account.
- (2) “Banking Day” shall mean a day on which the Bank is open for banking business in Korea.
- (3) “Service” shall mean the service provided by the Bank to the Customer, in accordance with the term of this Agreement and for the Customer’s convenience in respect of the management of cash balances held by the Customer in various designated accounts and other services subscribed by customer at banks or other financial institutions, whereby the Bank shall periodically accesses such designated accounts and information on behalf of the Customer for the purpose of withdrawing the balances therein (with the exception of any Minimum Balances specified by the Customer) and then depositing and consolidating such balance amounts into a single account held by the Customer with the Bank and reporting of financial information as customer set out in the Set-up Forms.
- (4) “Computerized Transfer” shall mean any conduct by the Bank in making (a) any inquiry into the details of the transactions and balances of any Account and (b) transfer of funds to and from any Account conducted on-line by using computers equipped at any location (other than at the bank with which such Account is opened), including, but not limited to, the use of PC Banking, Internet Banking and other electronic financial services whatsoever.



- (5) “Set-up Form” shall mean the set-up form(s) for Multibank Cash Sweeping and Reporting Service setting out such information of third party banks accounts and other service subscribed by customer in such format prescribed by the Bank from time to time (currently in the format appended hereto) and in such details as may be necessary to facilitate the provision of the Service.
- (6) “Concentration Account” shall mean the Account under the name of the Customer opened with the Bank, into which the funds of the Account in accordance with the Set-up Form shall be transferred pursuant to the provisions of the Agreement.

Article 2. (Sweeping Business and Commissions, etc.)

- (1) The Bank shall provide the Service in the following manner for and on behalf of the Customer, and the Customer hereby authorizes the Bank to conduct such businesses on behalf of the Customer:
 - 1. Inquiry on the details of the transactions and balances with respect to the Accounts and transfer of the funds from the Accounts to the Concentration Account in accordance with the provisions of the Agreement;
 - 2. Inquiry on the details of other services subscribed by customer to the extent set out in the Set-up Form and
 - 3. Any other act, matter or thing relating to the conduct of the businesses referred to in items 1 and 2 which the Bank may deem fit.
- (2) The Customer shall pay the fees and commissions and other expenses necessary for the Bank to provide the Service hereunder, as separately determined by the Bank.
- (3) In the event that the Customer fails to pay or delays making any payment to the Bank including, without limitation, the payment of the fees and commissions payable under the Agreement, the Bank may debit, on behalf of the Customer, such unpaid amount from any of the Customer’s Accounts opened with the Bank towards the settlement of such unpaid amount. In this case, upon settlement of such unpaid amount, the Bank shall immediately notify the Customer thereof.

Article 3. (Customer’s Notice to Bank)

- (1) The Customer shall set out the details of the Concentration Account and other information that is related to internet banking such as User ID, Login Password, Transferred password,



Korean Certificate as well as other information the Bank may require for the Computerized Transfer shall be provided by the Customer to the Bank separately. The Customer hereby undertakes that the aforesaid internet banking related information that will be given to the Bank for the purpose of Computerized Transfer will not be used by the Customer or its servants or agents, for the purpose of fund transfers or any other transactions on the Accounts. the Concentration Account shall be denominated in the same currency, and shall not be restricted with respect to the times or the amount of the withdrawal of the balance or the transfer of funds and in respect of which a Computerized Transfer may be made.

- (2) At the request of the Bank, the Customer shall provide the Bank with a power of attorney and/or any other documents the Bank may require for the provision of the Service hereunder and shall take necessary actions in order for the Bank to smoothly provide the Service hereunder.
- (3) In the event that the Customer intends to change the Concentration Account, add or exclude an Account or change information regarding the Accounts or the Concentration Account in the Set-up Form, the Customer shall give the Bank written notice at least [seven (7) Banking Days] and complete a new Set-up Form accordingly prior to the application of such changes thereof.

Article 4. (Fund Transfer to Concentration Account)

- (1) On each Banking Day as may be agreed between the Bank and the Customer and as set out in the Set-up Form, the Bank shall, for and on behalf of the Customer and by using the necessary login id, passwords or any other necessary information which use has been duly authorized by the Customer, make inquiries as to the balance and other information in relation to each of the Accounts, and commence the transfer on such Banking Day at the time(s) set out in the Setup Form of all monies to the credit of such Accounts into the Concentration Account by way of a Computerized Transfer; provided that, the Customer may elect to maintain a certain amount of balance in any of the Accounts (the “Minimum Balance”, which shall be set out in the Set-up Form), in which case the entire credit balance in such Account excluding the Minimum Balance in such Account shall be transferred to the Concentration Account in the manner set out above. For the avoidance of doubt, there shall be no transfer of monies from an Account if the credit balance in such Account is (a) equal or less than zero, or (b) equal or less than the Minimum Balance of such Account.
- (2) At the end of each calendar month, the Bank shall issue to the Customer a statement for the Concentration Account setting out, inter alia, the transfers made to the Concentration Account from each of the Accounts as set out in paragraph (1) above in such calendar month.



Article 5. (Protection of Information)

- (1) The Bank shall manage and treat the information provided by the Customer in connection with the Agreement with confidentiality and under the care of a competent manager.
- (2) The Bank may, as permitted by the relevant laws and regulations, provide a credit rating agency or other agencies relating to the Agreement with transaction information regarding the Customer hereunder. However, the Bank shall not provide any other persons with any information regarding the Account, as designated pursuant to Article 3, except for as permitted by the relevant laws and regulations or under the Agreement or with the consent of the Customer. None of the information regarding the Customer shall be used or released for purposes other than for conducting the businesses under the Agreement.

Article 6. (Report)

In addition to the statements which the Bank shall provide to the Customer pursuant to Articles 4(2) above, the Bank shall provide a report to the Customer in the form determined by the Bank, setting out the details of the deposits, withdrawals and transfers (pursuant to the provisions of the Agreement) relating to the Accounts and the Concentration Account or accounts receivables or any other information as may be received by the Bank pursuant to reporting services as subscribed for by the Customer with other banks or financial institutions more particularly set out in the Set-up Form hereto on the dates and in the manner notified by the Bank to the Customer from time to time.

Article 7. (Suspension or Restriction of Services)

- (1) Upon the occurrence of any of the following events, the Bank may suspend all or part of the Services under the Agreement, and shall, as soon as practicable, notify the Customer of such suspension:
 1. In the case where any of the Accounts are cancelled or classified as a suspended trading account;
 2. In the case where the Bank is unable to conduct a Computerized Transfer due to an error in a computer, telecommunication, electricity or network, or other errors in systems;
 3. In addition to paragraph 2 above, in the case where the Bank is unable to conduct



a Computerized Transfer for whatever reason except as a result of the Bank's own gross negligence or default; or

4. In the case where a pledge is created, a provisional attachment, an attachment or other restrictions to the payment is levied on any of the Accounts and the Concentration Account.

(2) On any Banking Day on which a cash sweep is scheduled to be conducted pursuant to Article 4 above, if, in relation to an Account, the actual balance of such Account at the time when a Computerized Transfer from such Account is to be made pursuant to Article 4(1) above, is not the same as the balance which the Bank had ascertained in making inquiries on such Account pursuant to Article 4(1) above for the purpose of such cash sweep, no Computerized Transfer of funds from such Account shall be made on such Banking Day, at the time scheduled for such cash sweep.

Article 8. (Term and Termination)

(1) The term of this Agreement shall be indefinite, provided that the Customer may terminate the Agreement, and such termination shall be deemed effective [fifteen (15) banking days] after the date on which a party hereto receives a notice of termination from the other party hereto. In this case, any transaction effected before the termination of the Agreement shall continue to be complied with, in accordance with the provisions of the Agreement.

(2) Notwithstanding the provisions of Paragraph (1) above, upon the occurrence of any of the following events, the Bank may immediately terminate the Agreement. In this case, such termination of the Agreement shall be effective from the time at which the Bank notifies the Customer of its intention of termination;

1. In case all of the Accounts or the Concentration Account are cancelled or classified as suspended trading accounts and such matter fails to be remedied within three (3) Banking Days after the date of notice to the Customer thereof;
2. In the case where a Computerized Transfer or the Service continues to be suspended pursuant to Article 7 above for [fifteen (15) consecutive Banking Days]; or
3. In the event that:
 - (a) any application is filed for inclusion of the Customer on a relevant list of insolvent persons;
 - (b) an order to stop trading of the Customer's bills of exchange has been made



at any clearing house for bills of exchange; and/or

- (c) the Customer has failed to pay any obligation to the Bank when due and/or any attachment order or similar order has been made or instituted against the assets of the Customer and such circumstances are anticipated to be significantly prejudicial to the preservation of the rights and claims of the Bank

Article 9. (Liability)

- (1) The Customer agrees that the Bank shall not be liable for any losses or damages or any lost profits, increase in costs, lost opportunity or other general or specific damages which may be suffered by the Customer, in any way directly or indirectly, arising out of or in connection with:
1. The Bank making any inquiries and/or making any transfer of funds in accordance with the provisions of the Agreement.
 2. Any natural disasters, civil wars, riots, strikes, any measures of government authority, any changes in the law or any events which are not attributable to the Bank;
 3. Failure of the Customer to perform its obligations under the Agreement;
 4. Errors in computers, telecommunications, electricity, network or other systems relating to the operation of the Account(s) or the Concentration Account (including suspension or the errors of the operation of the settlement system of Korea Financial Telecommunication and Clearings Institute); except for an error attributable to the gross negligence or willful misconduct on the part of the Bank; or
 5. Any error, default, omission, action or failure to act of the trading bank or any other third party used by the Bank in providing the Service hereunder, except for the error, default, omission, action or failure to act attributable to the gross negligence or willful misconduct on the part of the Bank.
- (2) The Bank shall not be liable for any losses which may be suffered by the Customer under Paragraph (1) due to the release or fraudulent use of information on any of the Accounts and the Concentration Account, as designated in accordance with Article 3, absent willful misconduct or negligence with respect to the preservation and management of such information on the part of the Bank.



- (3) The Customer is liable with respect to the management of the Accounts, including the use of Computerized Transfer, in relation to the bank where the Accounts were opened, and the Bank shall not be liable for any losses which may be suffered by the Customer under Paragraph (1), absent willful misconduct or negligence on the part of the _____ Bank in connection therewith.

Article 10. (Indemnity and Compensation)

The Customer hereby agrees to indemnify the Bank for any and all losses, damages and costs which the Bank may suffer or incur, directly or indirectly, in connection with or arising from the following matters as well as any and all losses, damages and costs arising from the claims or proceedings of such, whatsoever. However it is not extent to such loss caused by the negligence or willful misconduct of the Bank:

1. The Bank's provision of the Services to the Customer in accordance with the Customer's instructions and the terms and conditions of the Agreement;
2. Any claim by a third party concerning the Services provided by the Bank hereunder, except for a claim caused by a reason directly and solely attributable to the Bank;
3. Any loss caused by any errors in the information and/or instructions provided by the Customer hereunder or in the encoding, decoding or processing thereof; or
4. Any event caused by the Customer's failure to perform its material obligations under the Agreement.

Article 11. (Representations and Warranties)

The Customer represents and warrants that:

- (1) The obligations of the Customer under the Agreement are legal, binding and valid;
- (2) The Customer has obtained and will maintain in full force and effect, any and all consents, licenses and approvals or authorizations required by or under the relevant laws and/or regulations in connection with the transactions contemplated hereby;
- (3) The performance by the Customer of its obligations under the Agreement will not violate any applicable laws and/or regulations or any agreement to which it has executed or hereafter will execute; and



- (4) The Customer has the full power and authority to dispose of the Accounts and the Concentration Account, and shall maintain such power and authority in full force and effect in any event.

Article 12. (Customer's Consents)

- (1) The Customer hereby consents to the following matters:
1. The Bank may rely and act upon any instructions by the Customer that the Bank believes to be genuine or to have been properly signed or presented by the proper persons or representatives of the Customer;
 2. The Bank may rely and act upon any information, instructions or request provided to the Bank by the Customer or any third party authorized by the Customer, through media as acknowledged by the Bank and may accept such information, instructions or request as true, correct and duly authorized by the Customer;
 3. The Bank may disclose instructions and/or information to any third party as the Bank deems necessary in connection with the provision of the Services hereunder to the extent that such disclosure is permitted by the applicable laws and regulations; and
 4. The Bank may obtain assistance from its affiliated company, sub-agent or other agent in providing the Services to the Customer hereunder.
- (2) The Customer agrees that the Bank shall not be responsible for the verification of the genuineness and accuracy of the instructions and/or information provided by the Customer.

Article 13. (Miscellaneous)

- (1) The Bank may amend any of the terms and conditions under the Agreement at any time by giving at least [one (1) month's prior written notice] to the Customer in respect thereof; provided, that if the Customer does not agree to such amendment, either party hereto may terminate the Agreement in accordance with Article 8(1).
- (2) Other matters not provided for in the Agreement shall be in accordance with the relevant provisions of General Business Conditions of the Bank which the Customer hereby acknowledges to having received and unconditionally and irrevocably agrees to be bound thereto.
- (3) The Agreement shall be construed in accordance with the laws of the Republic of Korea and the commercial practices in Korea. Any dispute arising out of or in connection with



Power of Attorney

To. Deutsche Bank AG, Seoul Branch

1. The Company, a company with its registered office at Korea, hereby does constitute and appoint each of the officers and employees of Deutsche Bank AG, Seoul Branch (“the Bank”), any of them acting severally, as its true and lawful attorneys-in-fact with full power and authority on its behalf and in its name to do the following which is provided in the Cash Sweeping Service Agreement dated [] (the “Agreement”) entered into between the Company and the Bank :
 - (1) Inquiry on the details of the transactions and balances with respect to the Accounts and transfer of the funds from the Accounts to the Concentration Account; (2) Inquiry on and reporting the account receivables of the Customer to the extent set out in the Set-up Form;
 - (3) Other businesses relating to the conduct of the businesses referred to in items 1 and 2; and
 - (4) all such other acts and things as may appear appropriate or necessary to any of them in his or her sole discretion in connection with the carrying out the businesses contemplated in the Agreement.
2. The Company does agree to indemnify and hold its attorneys hereunder harmless from and against any and all liabilities, damages penalties, expense, claims and all other costs of any kind or nature whatsoever imposed on, incurred by or asserted its attorneys in respect of its attorney’s action or failure to act hereunder.
3. The Company designates the matters necessary for the Bank to conduct business under 1 above as follows.
 - (1) The time on each Banking Day at which the Bank must make a transfer in accordance with Article 4(1) of the Agreement from each Account to the Concentration Account shall commence at the time(s) set out in the Set-up Form to the Agreement
 - (2) The Minimum Balance which the Bank must maintain in each Account pursuant to Article 4(1) of the Agreement will be designated as specified in the Set-up Form to the Agreement.
4. The details of the Concentration Account is as follows.

Bank	Branch	Account Number	Currency
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Cash Sweeping Service Agreement

Deutsche Bank AG	Seoul		
Deutsche Bank AG	Seoul		

[date]

Name:

Address: