

**AGREEMENT
ON
LOAN TRANSACTIONS OF SECURITIES**

Effective on September 16, 2019

§1. Applicability

(1) This Agreement shall apply when establishing a loan transaction contract between ABC Financial Investment Company (hereinafter referred to as “the Company”) that intends to engage in a loan transaction of securities outside the KOSPI or KOSDAQ market (hereinafter referred to as “loan transaction”) and the counterparty to the transaction.

(2) This Agreement may be supplemented by the general agreement in accordance with the format specified in <Attachment 1> (hereinafter referred to as “the general agreement”) upon consultation between the Company and the counterparty.

§2. Definitions

The definition of the terms used under this Agreement shall be as follows:

(1) “Open trading” refers to loan transactions whose termination date is not predetermined but is determined by a termination notice given by either party.

(2) “Time trading” refers to a loan transaction that is automatically terminated on the predetermined date.

(3) “Institutional investors” refers to corporations falling under any of the Items stipulated in Subparagraph 3 of [§7(4)] of the Enforcement Decree of the Financial Investment Services and Capital Markets Act (hereinafter referred to as “the Capital Markets Act.”)

(4) “Business day” refers to the opening day of the KOSPI or the KOSDAQ Market.

(5) The subjects of “return, delivery or payment” refer to the same issue and quantity, in the case of securities, and the same amount, in the case of cash.

§3. Securities Eligible for Loan Transactions and Evaluation Methods

(1) Securities eligible for loan transactions shall be stocks, bonds and beneficiary certificates listed on the KOSPI or the KOSDAQ Market. Provided, That stock-related bond certificates and bonds that have reached their maturity date during the loan period shall be excluded.

(2) Notwithstanding Paragraph (1), in the case the Company's counterparty to the loan transaction is an institutional investor, the parties concerned shall designate securities eligible for loan transactions through consultation.

(3) The securities eligible for loan transactions shall be evaluated as prescribed in [§7].

§4. Conclusion of Separate Loan Transactions

(1) The lender and the borrower shall, in relation to the loan transactions subject to this Agreement and the general agreement, conclude a separate loan transaction (hereinafter referred to as "the separate contract") by agreeing on trading conditions on the basis of the methods defined as follows:

1. Method in document form (hereinafter referred to as "the separate contract document"); or
2. A method referred to in any subparagraph of [§17(1)]

(2) The lender and the borrower shall, in the case of a separate contract concluded by the method defined in Subparagraph 1 of Paragraph (1), prepare two (2) separate copies of the contract document where their names are inscribed with seals or signatures, and each keep a copy.

(3) The lender (or the borrower) shall, in the case of a separate contract concluded by the method defined in Subparagraph 2 of Paragraph (1), deliver a written confirmation of trade to the borrower (or the lender) prior to commencement of the transaction, in order to confirm the agreed-upon trading conditions. Provided, That the written confirmation may be replaced with other methods such as voice-recording or other documentation.

(4) The borrower (or the lender) may raise objections to the content of the written confirmation mentioned in Paragraph (3). If the content of the written confirmation turn out to be contradictory with those agreed-upon, the separate contract concerned shall be deemed to be concluded on the basis of those agreed-upon. Provided, That when the agreed-upon conditions cannot be ascertained, the separate contract concerned shall be deemed not to be concluded, and may be resolved upon consultation between the parties concerned.

(5) Matters to be written in a separate contract document or trading written confirmation shall be subject to the forms found in <Attachment 2>.

(6) The lender (or the borrower) shall notify the borrower (or the lender) of the transaction record of a separate loan transaction (hereinafter referred to as “written confirmation of transaction”) in a predetermined manner, upon the conclusion of such transaction, based on this Agreement, the general agreement and the separate contract document (or written confirmation). Provided, That this provision shall not apply to the case where there is an agreement between the parties concerned.

§5. Delivery of Loan Securities, etc.

(1) In the case of the conclusion of a loan transaction, the borrower shall provide the lender collateral on the commencement date and, at the same time, the lender shall deliver the securities eligible for loan transactions (hereinafter referred to as “loan securities”) to the borrower.

(2) Loan securities and collateral shall be provided in any of the following manners:

1. Loan securities and collateral securities (including negotiable certificate of deposit offered as collateral; hereinafter the same shall apply in this subparagraph) designated as the subject of deposit by the Korea Securities Depository: a transfer between accounts in the Korea Securities Depository’s proprietary account book of an account management institution, etc. under the Act on Electronic Registration of Stocks, Bonds, etc., depositor’s account book or a customer’s account book of the Company. Provided, That the transfer of collateral securities between accounts may be replaced by establishing the right of pledge (referring to the right to hold a collateral by a creditor until a borrower repays the loan and when the borrower fails to repay the loan, the right to be paid in preference by liquidating the collateral; hereinafter the same shall apply) pursuant to the Capital Markets Act;
2. Collateral in cash (including foreign currency designated by financial investment companies): cash transfer via the Bank of Korea, other banks or financial investment companies; or
3. Establishment of the right of pledge in the case of a collateral not falling under Subparagraph 1 and 2.

(3) Notwithstanding Paragraphs (1) and (2), in cases that are separately determined by the Korea Securities Depository, the lender may deliver loan securities by the date set by the borrower after checking the payment of collateral and transfer loan securities and collateral through a method separately agreed to in advance by the parties concerned.

§6. Return of Borrowed Securities, etc.

(1) When a loan transaction contract terminates, the borrower shall return borrowed securities and the fees and proceeds from the unpaid loan securities to the lender, and the lender shall return the collateral, cash collateral management fee (referring to the compensation paid for the use of cash received as collateral; hereinafter the same shall apply), and the proceeds from the unpaid collateral securities to the borrower.

(2) As for time trading, in the case that the lender or the borrower intends to terminate a loan transaction contract before the due date, such party shall make the termination request to the counterparty by the third (3rd) business day (or, the day defined in the separate contract document or in the written confirmation of trading between the parties concerned) before the due date. In this case, whether to require agreement from the counterparty or to collect an early termination fee or not shall be subject to the content mentioned in the general agreement, the separate contract document, or the written confirmation of trading.

(3) For open trading, in the case that the lender or borrower intends to terminate a loan transaction contract before the due date, such party shall make the termination request to the counterparty by the third (3rd) business day (or, the day defined in the separate contract document or in the written confirmation of trading between the parties concerned) before the due date.

(4) Notwithstanding Paragraph (1), in the case that the borrower (or the lender) is unable to deliver part or whole of the loan securities (or collateral securities) due to a liquidity problem, he/she shall notify the lender (or the borrower) by the third (3rd) business day before the transaction termination date. In this case, the borrower (or the lender) shall, when the lender (or the borrower) agrees, replace the return of loan securities (or collateral securities) with cash.

§7. Collateral Objects and Valuation Methods

(1) The objects eligible for use as collateral, and the valuation methods to be applied thereof, shall be as follows. Provided, That the valuation methods may be determined separately upon consultation between the parties concerned.

1. Listed stocks: the valuation day's closing price on the KOSPI or the KOSDAQ Market;
2. Listed bonds (only bonds whose market price has been established for ten (10) consecutive days or longer during the three (3) month period right before the month of valuation): the price based on the data calculated by two (2) or more bond valuation agencies with reference to the closing price on the KOSPI Market;
3. Listed bonds and CPs not subject to Subparagraph 2: the price based on the data

provided by two (2) or more bond valuation agencies;

4. Securities issued by a collective investment scheme pursuant to the Capital Markets Act, and the repurchase before maturity or cancellation of a trust agreement for which such repurchase is possible: the base price released on the valuation date; and
5. Cash: par value.

(2) Notwithstanding Paragraph (1), in the case that fall under [§3(2)], the parties concerned shall consult to determine the subjects eligible for use as collateral.

§8. Maintenance of Collateral, etc.

(1) The lender or the borrower shall carry out settlement on a daily basis in order to maintain the ratio calculated by dividing the collateral value by the valuation of the loan securities (hereinafter referred to as “the collateral ratio”) up to the certain level agreed-upon (hereinafter referred to as “the collateral maintenance ratio”).

(2) In the case that the collateral ratio exceeds the collateral maintenance ratio, the lender shall return to the borrower the collateral surplus by 12:00 p.m. of the next business day after being requested to pay back the surplus. In the case where the collateral ratio is less than the collateral maintenance ratio, the borrower shall pay to the lender the collateral deficit by 12:00 p.m. of the next business day after being requested to pay the deficit. Provided, That the time to return such surplus or pay the deficit may be determined upon consultation between the parties concerned.

(3) Notwithstanding Paragraph (2), in the case where the collateral ratio still exceeds the collateral maintenance ratio, the lender and the borrower may set the ratio to which the return of the collateral surplus can be deferred (hereinafter referred to as “the maximum collateral maintenance ratio”) and in the case where the collateral ratio is still less than the collateral maintenance ratio, the lender and the borrower may set the ratio to which the additional collateral can be deferred (hereinafter referred to as “the minimum collateral maintenance ratio”).

(4) As for loan transactions, the collateral ratio (hereinafter referred to as “the initial collateral ratio”) and collateral maintenance ratio provided to the lender by the borrower may be determined upon consultation between the parties concerned, though shall be more than one hundred (100) percent. Provided, That in the case that the Company’s counterparty to the transaction is a professional investor, such ratios may be determined upon consultation between the parties concerned.

(5) As for a single transaction pursuant to [§14], the collateral ratio and the collateral maintenance ratio may be settled on a daily basis after merging and calculating all loan

transactions.

§9. Handling of Proceeds

(1) The borrower shall deliver to the lender such proceeds as interest, dividends and subscription rights generated from loan securities during the loan transaction in any of the following manners. Provided, That the payment period may be determined upon consultation between the parties concerned:

1. Cash dividend, interest or odd lot payments, etc.: pay the lender on the payment date of the dividend, interest or odd lot (in the case where the loan securities have been disposed of, the day on which the lender can be paid initially);
2. Stock dividends and bonus issues: In the case of stock dividends from loan securities and new shares issued as bonus issues, a loan transaction under the same terms and conditions as such loan transactions shall be deemed to have been settled on the day such dividend stocks, etc. have been listed. Provided, That such proceeds shall be delivered to the lender within the third (3rd) business day from the listing date of the stocks upon request of the lender; and
3. Subscription rights: in the case where the lender has expressed to take part in a subscription and paid the subscription payment to the borrower on the subscription date, deliver them to the lender within the third (3rd) business day from the listing date of the stocks.

(2) The lender shall deliver to the borrower such proceeds as interest, dividend and subscription rights generated from loan securities during the loan transaction in any of the following manners. Provided, That the payment period may be determined upon consultation between the parties concerned:

1. Cash dividend, interest, or odd lot payments, etc.: pay the lender on the payment date of the dividend, interest or odd lot (in the case where the loan securities have been disposed of, the day on which the lender can be paid initially);
2. Stock dividends and bonus issues: In the case of stock dividends from loan securities and new shares issued as bonus issues, a loan transaction under the same terms and conditions as such loan transactions shall be deemed to have been settled on the day such dividend stocks, etc. have been listed. Provided, That such proceeds shall be delivered to the borrower within the third (3rd) business day from the listing date of the stocks upon request of the lender; and
3. Subscription rights: in the case where the borrower has expressed to take part in a subscription and paid the subscription payment to the lender on the subscription

date, deliver them to the borrower within the third (3rd) business day from the listing date of the stocks.

(3) The proceeds from the loan securities (or collaterals) that are to be returned by the counterparty pursuant to Paragraphs (1) and (2) shall be equivalent to those that the lender (or the borrower) would have received had such loan transaction not taken place.

(4) Notwithstanding Paragraphs (1) and (2), proceeds other than cash may be calculated and paid in cash upon consultation between the parties concerned.

§10. Exercise of Rights

Rights such as voting rights and appraisal rights of shareholders, etc from loan securities (or collateral securities) shall not be exercised by the lender (or the borrower) unless the securities are returned. Provided, That this shall not apply if the parties concerned have agreed otherwise.

§11. Substitution of Collateral

(1) The borrower may substitute the collateral according to the manner agreed upon with the lender.

(2) In the case of such collateral substitution pursuant to Paragraph (1), the borrower shall transfer the collateral while receiving the preexisting collateral from the lender. In this case, the value of such substitute collateral shall be more than that of the preexisting collateral.

§12. Payment of Loan Transaction Fees, etc.

(1) The borrower shall pay to the lender a loan transaction fee that falls under the period between the commencement date and the termination date (hereinafter referred to as “the loan transaction period”) and the lender shall pay the cash collateral management fee to the borrower between the collateral offering date and the return date.

(2) The loan transaction fee and cash collateral management fee pursuant to Paragraph (1) shall be paid on the tenth (10th) of every month (or the termination date, in the case that the loan transaction period is less than one (1) month). In the case of termination, such payment shall be made for the period between the final payment date and the termination date. Provided, That the payment date may be determined upon consultation between the parties concerned.

§13. Settlement After a Deduction

Loan securities to be paid or transferred between the lender and the borrower, cash collateral, collateral securities, loan transaction fees, cash collateral management fees, the

proceeds generated from loan securities and from collateral securities may, in the case where they are paid in cash or belong to the same issue, be settled after a deduction. In this case, a detailed record of such settlement after a deduction shall be kept in the custody of the party who was designated to be in charge upon consultation between the parties concerned.

§14. Single Transaction

(1) All loan transactions contracted between the same lender and borrower shall constitute a single transaction (hereinafter referred to as “single transaction”).

(2) Non-performance of part of the contracts for loan transactions constituting a single transaction may be deemed as a breach of contract of the single transaction.

(3) Single transactions may be settled after a deduction pursuant to [§13].

§15. Events Triggering Breach of Contract, etc.

(1) In the case that the lender or the borrower falls under any Subparagraph of Paragraph (2) (hereinafter referred to as “events triggering default on obligations”) or any Subparagraph of Paragraph (3) (hereinafter referred to as “events such as bankruptcy, etc.”; events such as bankruptcy, etc. and events triggering default on obligations shall be referred to as “events triggering breach of contract”), breach of contract shall be deemed to have taken place.

(2) Events triggering default on obligations shall be as follows:

1. Where loan securities are not returned to the lender, or collateral is not returned to the borrower by the termination of the loan transaction pursuant to [§6];
2. Where the one party fails to return collateral or provide additional collateral pursuant to [§8];
3. Where interest, dividends, proceeds from loan (collateral) securities, including subscription rights that have been generated during the transaction period, are not returned to the counterparty by the due date;
4. Where loan transaction fees or cash collateral management fees pursuant to [§12] are not paid by the due date;
5. Where a party notifies the counterparty of its non-fulfillment or refuses the fulfillment of its duties; or
6. Other events agreed-upon between the parties concerned as events triggering

default on obligations.

(3) Events such as bankruptcy, etc. shall be as follows:

1. Where application for the commencement of bankruptcy, rehabilitation procedures or other procedures similar thereto are filed with the court or relevant authorities;
2. Where a liquidator, custodian, legal receiver, trustee or person with similar title thereto is specified;
3. Where either party is subject to suspension of transactions by a clearing house or a trading bank or where either party admits suspension of payments or insolvency in writing;
4. Where either party agrees to transfer or dispose of all or a substantial part of its business activities to the advantage of a third party creditor; entered into an agreement for the deferment of debt payment or rescheduling, private composition (referring to the creditors consulting with the debtors at their discretion to settle the terms and conditions for performing an obligation such as the deferral of the bankruptcy procedure), administration and fund management or other similar agreements thereto due to lack of funds; or where an adoption of a resolution at a shareholder meeting, convocation of a creditors' consultation meeting or other procedures for the conclusion of such agreement has been commenced;
5. Where causes or events triggering dissolution defined in the articles of incorporation have occurred; a resolution on such dissolution at a shareholder meeting has been adopted or other procedures equivalent thereto have been taken; or a dissolution order or a request for dissolution ruling is filed with the court;
6. Where administrative acts such as suspension or revocation of the main business are taken by regulatory authorities due to financial reasons; either party is designated as an insolvent financial institution pursuant to the Depositor Protection Act or the Act on the Structural Improvement of the Financial Industry; or the assets of either party are transferred to a custodian or legal receiver pursuant to any relevant statutes and regulations or ordered by the supervisory authorities to be transferred.

(4) In the case where any of the events triggering default on obligations occur to the lender or the borrower, the counterparty may apply the overdue interest mentioned in Subparagraph 2 of [§16(4)] for the period concerned.

§16. Early Termination of Loan Transaction and Settlement, etc.

(1) Events triggering early termination of loan transaction and the termination date shall

be as follows:

1. In the case where any of the events mentioned in Subparagraphs 2 through 6 of [§15(2)] occur to the lender or the borrower, the counterparty (hereinafter referred to as a “person who performs the contract”) shall deliver a written notice on the occurrence of the events triggering early termination (hereinafter referred to as a “notice of early arrival”) to the party to whom such event occurred (hereinafter referred to as a “person who breached the contract”) in order for the early termination of the loan transactions on the date stated in the notice.
2. The lender or the borrower may, in the case where any of the events mentioned in Subparagraphs of [§15(3)] occurs to the counterparty, determine that the transaction is terminated on the day such events have occurred without delivering a notice of early arrival upon agreement between the parties concerned.
3. In the case where events triggering breach of contract have occurred (excluding Subparagraph 1 of [§15(2)]), the person who breached the contract shall notify the counterparty of the fact without delay.
4. Notwithstanding subparagraph 1, in the case where the event triggering breach of contract falls under the events triggering default on obligations , the person who performs the contract may request the person who breached the contract to resolve the events triggering default on obligations within a certain period of time (which must be prior to the early termination date) that is reasonably calculated in the notice of early arrival. In the case where the person who breached the contract has resolved the event concerned within such time period, the event triggering breach of contract shall be deemed to be nullified. In the case where the person who breached the contract fails to resolve the event triggering default on obligations within the time period, the loan transaction shall be deemed to have been terminated on the date specified in the notice of early arrival.

(2) Matters concerning the return and settlement of the loan securities shall be as follows:

1. In the case of a termination of loan transactions pursuant to Subparagraphs 1, 2 and 4 of Paragraph (1), the person who breached the contract shall return the loan securities, the loan transaction fees and the proceeds from loan securities (hereinafter referred to as “loan securities, etc.”) or the cash collateral, collateral securities, cash collateral management fees and the proceeds from unpaid collateral securities (hereinafter referred to as “collateral, etc.”), and upon receiving them, the person who performs the contract shall return the collateral, etc. and the loan securities, etc. Provided, That in the case where the loan transaction is terminated due to the occurrence of events such bankruptcy, etc to the person who breached the contract or in the case where the parties concerned have agreed to do otherwise, a settlement after a deduction may be made in accordance with

Subparagraph 2.

2. The person who performs the contract may, in the case where the person who breached the contract due to causes or events mentioned in [§15] fails to fulfill the duties defined in the provisions of Subparagraph 1, deduct the following amount as of the termination date of the loan transactions for settlement. In this case, valuation of the loan securities and collateral securities shall be subject to the methods prescribed in [§7]:
 - a. The total valuation amount of collateral, etc. that the lender is to return in relation to each loan transaction; or
 - b. The total valuation amount of loan securities, etc. that the borrower is to return in relation to each loan transaction.
3. The person who performs the contract shall, in the case of a settlement after a deduction pursuant to Subparagraph 2, notify the person who breached the contract of the settlement record concerned by the next business day of the termination date stipulated in Subparagraphs 1, 2 and 4 of Paragraph (1).
4. In the case the causes for additional settlement mentioned in any of the following items arise after a separate loan transaction or single transaction has been terminated, a final settlement may be carried out upon consultation between the parties concerned within three (3) months from the day on which the transaction was terminated (or within a separate time period specified in the general agreement).
 - a. Changes in the settlement amount due to all taxes, fees, interests, dividends, subscription rights, etc. that are not confirmed or that the parties concerned were unaware of, despite being confirmed; or
 - b. Miscalculation.

(3) When the event mentioned in Subparagraph 1 of [§15(2)] occurs, such event shall be handled in the following ways:

1. Even if a breach of contract of a part of the loan transactions is specified as a breach of contract of a single transaction pursuant to [§14(2)], only the transactions in which the event mentioned in Subparagraph 1 of [§15(2)] has occurred shall be specified as default on obligations. In this case, not all transactions shall be terminated.
2. The borrower (lender) shall request the return of loan securities (collaterals) to the lender (borrower) and nullify the event triggering default on obligations within a

predetermined period of time. When the lent securities (collaterals) are returned within such time period, the event triggering default on obligations shall be deemed to be nullified. In this case, when the person who defaulted on one's obligations fails to resolve the event triggering default on obligations within the time period, he/she shall compensate for the other party's losses pursuant to Paragraph (4).

(4) Matters concerning the payment of deferred interest, etc. shall be as follows:

1. In the case where the person who performs the contract sustains damage due to the breach of contract of the loan transactions, etc. by the person who breached the contract, he/she may make up for the damages by disposing of the cash or securities, etc. of the person who breached the contract or separately demand reparations.
2. The differential calculated as a result of the settlement pursuant to Subparagraph 2 of Paragraph (2) shall be returned on the date transaction is terminated. When the return of such differential is delayed, overdue interest calculated according to the overdue rate agreed to by the concerned parties beforehand may be added.
3. The person who performs the contract may, when the events triggering breach of contract occur, impose penalties on the person who breached the contract as defined in the general agreement, separate contract document or written confirmation of trading.
4. The lender's (or the borrower's) duty to return collateral, etc. (or loan securities, etc.) shall be terminated along with the settlement pursuant to Subparagraph 2 of Paragraph (2). Provided, That this provision shall not apply in cases falling under any of the Items of Subparagraph 4 of Paragraph (2).

§17. Methods of Notice, etc.

(1) Unless otherwise agreed on methods of notice are stipulated in this Agreement, all notices and other communication shall be delivered to the address and telephone number, etc. specified in the general agreement, separate contract document, or written confirmation of trading (hereinafter referred to as "written confirmation of trading, etc.") by any of the following methods. In such case, the sender shall be able to prove such delivery and the content of the notice:

1. In person;
2. By telephone;
3. By registered mail, contents-certified mail or similar thereto;
4. By telegram;

5. By facsimile;
6. By telex;
7. By electronic mail or other electronic communications methods; and
8. Other methods determined by the parties concerned.

(2) In the case of any change in the address or telephone number, etc. specified in the written confirmation of trading, etc., such change shall take effect after the counterparty has been notified.

(3) As for a single transaction, when the address and telephone number, etc. specified in each written confirmation of trading, etc. is inconsistent, the address and telephone number, etc. specified in the latest written confirmation of trading, etc. shall apply.

(4) The methods of notice mentioned in Paragraph (1) may be restricted to some of these methods in the general agreement.

§18. Amendments of Agreement, etc.

When the lender or the borrower intends to amend this Agreement or general agreement, it shall notify the counterparty of the content of the amendment in writing, etc. The amendment of this Agreement or the general agreement shall be deemed to be approved unless the counterparty raises an objection in writing within () business days from the date of the notification. Provided, That any content disadvantageous to the lender or the borrower shall be amended upon written approval from the parties concerned.

§19. Release from Responsibility

The lender or the borrower shall not be responsible for damage incurred from the breach of contract when the cause for the breach is covered by agreed-upon exemption clauses and scopes or has resulted from a natural disaster, war or accident, or a case of *force majeure* corresponding thereto.

§20. Compliance with Relevant Statutes and Regulations, etc.

The Company and Customer shall adhere to the Financial Investment Services and Capital Markets Act, the Enforcement Rule and Enforcement Decree of the same Act, the Regulations on Financial Investment Business and its enforcement rule, regulations on business conduct of the Association, regulations on business conduct of the KRX, etc. (hereinafter referred to as the “relevant statutes and regulations, etc.”)

§21. Dispute Mediation

The lender (or borrower) shall, should a dispute arise with the Company, request the settlement thereof to the Company's grievance body, or apply to the Financial Supervisory Service or the Association for mediation.

§22. Competent Court

In the cases where litigation is needed to settle disputes that arise between the Company and depositor in relation to transactions executed in accordance with this Agreement, the competent court shall be determined as prescribed by the Civil Procedure Act.

§23. Miscellaneous

(1) In the case of a single transaction, this Agreement and the general agreement shall be delivered only once at the first loan transaction. As for the following loan transactions, delivery of the separate contract document or written confirmation of trading shall be deemed to signify that this Agreement and the general agreement are applied as well.

(2) Any matter not prescribed in this Agreement shall comply with the provisions prescribed in the relevant statutes and regulations, etc.; in the case that there are no provisions therein, it shall comply with the commercial practice.

(3) The Agreement on Using Electronic Financial Transactions and the Electronic Financial Transaction Act shall have priority over any electronic financial transactions that may fall under the purview of this Agreement.

<Attachment 1>

General Agreement on Securities Loan Transactions

This general agreement is made and signed to supplement the Agreement on securities loan transactions signed between the parties concerned on [month] [day] [year].

1. This general agreement shall apply equally to all loan transactions (single transactions) to be signed henceforth. Provided, That if differently agreed in a written confirmation of trading (or a separate contract document) with respect to the contract of a separate transaction, such document shall apply to the separate transaction concerned before this agreement.
2. The parties concerned shall agree on certain provisions of the Agreement as follows.
 - 2-1. [§4(3) and (6)]: The duty to deliver a written confirmation of trading and written confirmation of transaction shall be assumed by [], and it shall [deliver / not deliver] a written confirmation of transaction after the conclusion of a separate loan transaction.
 - 2-1-1. Method of notice, in the case of delivery of a written confirmation of transaction: []
 - 2-2. [§6(2)]: As for time trading, termination before the termination date shall require [approval / no approval] from the counterparty, and the other party shall demand the counterparty to terminate the transaction by the [] th business day from the termination due date. In this case, fees on early termination shall [be collected / not be collected]. In the case of such fee collection, the fee shall be [].
 - 2-3. [§6(3)]: As for open trading, in the case of terminating the transaction, a party shall demand the counterparty to terminate the transaction by the [] th business day from the due termination date.
 - 2-4. [§8(1) through (4)]: The collateral maintenance ratio, etc. shall be as follows.
 - 2-4-1. Initial collateral ratio: [] percent
 - 2-4-2. Collateral maintenance ratio: [] percent
 - 2-4-3. Maximum collateral ratio: [] percent
 - 2-4-4. Minimum collateral ratio: [] percent
 - 2-5. [§9(4)]: The proceeds other than cash, such as stock dividends, bonus issues, and

subscription rights, etc. shall be calculated and [paid / not be paid] in cash. The calculation method shall be as follows, if cash calculation is allowed.

[]

2-6. [§11(1)]: Collateral paid previously may be [substituted / not be substituted] with new collateral. If such substitution is allowed, subjects eligible for use as collateral shall be as follows.

[]

2-7. [§12(1)]: The loan transaction fee (rate) and cash collateral management fee (rate) shall be as follows.

2-7-1. Loan transaction fee (rate): []

2-7-2. Cash collateral management fee (rate): []

2-8. [§12(2)]: The payment date for the loan transaction fee and cash collateral management fee shall be [].

2-9. [§13]: In the case of subtraction settlement between the lender and the borrower, the detailed record of subtraction settlement shall be held in custody by [the lender / the borrower].

2-10. Subparagraph 2 of [§16(4)]: Overdue interest as a result of the delayed return of the differential after settlement shall be [] percent

2-11. Subparagraph 3 of [§16(4)]: The penalty to be imposed shall, in the case of early termination of the loan transaction resulting from breach of contract, be as follows.

[]

2-12. Subparagraph 4 of [§16(2)]: In the case that cause for additional settlement takes place after the termination of a single transaction, the final settlement shall [be made/not be made]. In the case of final settlement, the period shall be as follows.

[]

3. Other Special Stipulations

3-1. Provisions that the parties concerned are allowed to agree on in the Agreement [Stipulated, in the case that the parties concerned agree separately]

3-1-1. [§3(2)]: Securities eligible for loan transactions that can be determined upon consultation and the valuation method applied therewith, shall be as follows.

[]

3-1-2. Conditions of [§7(1)]: The valuation method for collateral (or loan securities) that can be determined upon consultation shall be as follows.

[]

3-1-3. [§7(2)]: Subjects eligible for collateral that can be determined upon consultation, and the valuation method applied therewith, shall be as follows.

[]

3-1-4. Conditions of [§8(2)]: As for the maintenance of collateral, the period for the return of surplus collateral or provision of additional collateral shall, in cases determined upon consultation between the parties concerned, be as follows.

[]

3-1-5. Conditions of [§9(1) and (2)]: The payment period for the proceeds arising from loan securities (or collateral securities), such as interest, dividends or subscription rights, etc. shall, in cases determined upon consultation between the parties concerned, be as follows.

[]

3-1-6. Subparagraph 6 of [§15(2)]: Events triggering default on obligations other than the events mentioned in Subparagraph 1 through 5 shall be as follows.

[]

3-1-7. Conditions of Subparagraph 1 of [§16(2)]: causes that allow the parties concerned to determine subtraction settlement other than bankruptcy, etc. shall be as follows.

[]

3-1-8. [§17(4)]: Other methods of notice and communication, except for the methods of notice defined in other provisions of the Agreement, shall be as follows.

[]

3-1-9. [§19]: With respect to damage incurred to the person who performs the contract from breach of contract, the agreed-upon exemption clauses and scope shall be restricted as follows.

[]

3-2. Other Special Matters on the Parties Concerned

The Party (1) of Loan Transaction

Name or Name of Corporation:

(Seal or Signature)

Address (Location of head office):

Tel:

The Party (2) of Loan Transaction

Name or Name of Corporation:
Address (Location of head office):
Tel:

(Seal or Signature)

Contract Date:

<Attachment 2>

**Form of [Separate Contract Document / Trading Confirmation Document] for
Securities Loan Transaction**

To:
From:
Date:

The transaction terms and conditions of the separate loan transaction subject to the securities loan transaction signed in [month] [day] [year] shall be [contracted / confirmed] as follows:

1. Lender:
2. Borrower:
3. Transaction commencement date:
4. Type of transaction: [Time transaction / Open transaction]
5. Transaction termination date:
 ※Restricted to time transaction.
0. Securities eligible for loan transaction

<In the case of stock certificates>

<In the case of bonds>

- ① Name of Issue:
- ② Code of Issue:
- ③ Quantity:
- ④ Par Value:

- ① Name of Issue:
- ② Code of Issue:
- ③ Par Value

6. Type and quantity of collateral amount for collateral securities
7. Other special matters
8. Any matter not prescribed above shall comply with the provisions stipulated in the Agreement and the general agreement.