

|  |  |
| --- | --- |
| Date: | 9 July 2019 |
| To:  Tel:  Fax:  From:  Tel:  Fax: | Mr. Kim, Yohan  KTB Investment Securities  (as the Asset Manager of 니드원제이차㈜)  02-2184-2662  02-2184-2657  Mr. Kim, Jeong Hoon  Fixed Income, Currency and Commodity Sales  Fixed Income Division  Hana Financial Investment Co., Ltd.  02-3771-3641  02-3771-3315 |
| Subject: | KRW Interest Rate Swap with Hana Financial Investment Co., Ltd. |

We hereby confirm the following deal entered into between you and us specified below which is subject to the ISDA Definitions.

**1. General Terms**

|  |  |
| --- | --- |
| Instrument  Party A  Party B  Notional Amount  Trade Date  Effective Date  Termination Date | KRW Interest Rate Swap  Hana Financial Investment Co., Ltd.  니드원제이차㈜ KRW 50,000,000,000  9 July 2019  11 July 2019  11 July 2024 |

Period End Dates   
Business Day   
Business Day Convention   
Calculation Agent

**2. Fixed Amounts**

As specified in Annex subject to adjustment in accordance with the Business Day Convention   
Seoul   
Following   
Party A

Fixed Rate Payer Party B

Fixed Rate KRW 1.365% per annum

Fixed Rate Settlement Date

**Period End Dates** as specified in Annex subject to adjustment in accordance with the Business Day Convention

Day Count Fraction Act/365F

Page 1 of 5





**3. Floating Amounts**

Floating Rate Payer   
Floating Rate   
Floating Rate Fixing

Floating Rate Settlement Date

Day Count Fraction

**4. Other Provisions**

Credit Support Document

Party A   
3 month CD   
Fixing To be determined at 3:30 p.m. quoted on CHECK 3220 page on 1 Business day prior to Period Start Date as specified in Annex

**Period End Dates** as specified in Annex subject to adjustment in accordance with the Business Day Convention   
Act/365F

This Transaction shall be subject to Party B executing a Credit Support over bonds under which Party B shall grant a first priority security interest to Party A of all its rights and title to and interest in posted bond(담보증권) in

accordance with Credit Support Document (채권양도담보계약서) dated as of 9 July 2019 as amended and supplemented from time to time between Party A and Party B (The Face Amount of the posted bond should be equal to or more than 100% of the Notional Amount). For avoidance of doubt, if posted bond is replaced by another bond, as a result of amendment of the Credit Support Document, which is agreed by Party A and Party B as a valid collateral, this transaction holds its effectiveness regardless of the substitution of the bond.

|  |  |
| --- | --- |
| Documentation  Govering Law | The Confimation (provided by Hana) incorporating the Definitions, that will form part of and supplement an ISDA Master Agreement.  Korean Law |

**5. Notice and Account Details**

Notice and Account Details for   
Hana Financial Investment Co., Ltd.

Notice and Account Details for

니드원제이차㈜

82, Uisadang-daero, Yeongdeungpo-gu, Seoul, Korea (150-705) Tel : 82 2 3771 3177   
Fax : 82 2 3771 3222

Account for KRW payments:   
Bank of Korea   
Account No: BOK-wire 8245

66, Yeoui-daero, Youngdeungpo-gu, Seoul, Korea(150-745) Tel : 82 2 2184 2662   
Fax : 82 2 2184 2657

Account for KRW payments:   
KEB Hana Bank   
Account No: 547-910029-74204

Page 2 of 5





**Annex**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Period Start Dates** | **Period End Dates** | **Days** | **Fixed Rate**  **Settlement Date** | **Floating Rate**  **Settlement Date** | **Fixing Date** |
| 1 | 2019-07-11 | 2019-10-11 | 92 | 2019-10-11 | 2019-10-11 | 2019-07-10 |
| 2 | 2019-10-11 | 2020-01-13 | 92 | 2020-01-13 | 2020-01-13 | 2019-10-10 |
| 3 | 2020-01-13 | 2020-04-13 | 93 | 2020-04-13 | 2020-04-13 | 2020-01-10 |
| 4 | 2020-04-13 | 2020-07-13 | 91 | 2020-07-13 | 2020-07-13 | 2020-04-10 |
| 5 | 2020-07-13 | 2020-10-12 | 91 | 2020-10-12 | 2020-10-12 | 2020-07-10 |
| 6 | 2020-10-12 | 2021-01-11 | 91 | 2021-01-11 | 2021-01-11 | 2020-10-08 |
| 7 | 2021-01-11 | 2021-04-12 | 91 | 2021-04-12 | 2021-04-12 | 2021-01-08 |
| 8 | 2021-04-12 | 2021-07-12 | 91 | 2021-07-12 | 2021-07-12 | 2021-04-09 |
| 9 | 2021-07-12 | 2021-10-11 | 91 | 2021-10-11 | 2021-10-11 | 2021-07-09 |
| 10 | 2021-10-11 | 2022-01-11 | 92 | 2022-01-11 | 2022-01-11 | 2021-10-08 |
| 11 | 2022-01-11 | 2022-04-11 | 90 | 2022-04-11 | 2022-04-11 | 2022-01-10 |
| 12 | 2022-04-11 | 2022-07-11 | 91 | 2022-07-11 | 2022-07-11 | 2022-04-08 |
| 13 | 2022-07-11 | 2022-10-11 | 92 | 2022-10-11 | 2022-10-11 | 2022-07-08 |
| 14 | 2022-10-11 | 2023-01-11 | 92 | 2023-01-11 | 2023-01-11 | 2022-10-10 |
| 15 | 2023-01-11 | 2023-04-11 | 90 | 2023-04-11 | 2023-04-11 | 2023-01-10 |
| 16 | 2023-04-11 | 2023-07-11 | 91 | 2023-07-11 | 2023-07-11 | 2023-04-10 |
| 17 | 2023-07-11 | 2023-10-11 | 92 | 2023-10-11 | 2023-10-11 | 2023-07-10 |
| 18 | 2023-10-11 | 2024-01-11 | 92 | 2024-01-11 | 2024-01-11 | 2023-10-10 |
| 19 | 2024-01-11 | 2024-04-11 | 91 | 2024-04-11 | 2024-04-11 | 2024-01-10 |
| 20 | 2024-04-11 | 2024-07-11 | 91 | 2024-07-11 | 2024-07-11 | 2024-04-09 |

Page 3 of 5





Please confirm that the foregoing correctly sets forth the terms of our agreement by executing this Confirmation and

returning it to us.

**Hana Financial Investment Co., Ltd.** 니드원제이차㈜

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page 4 of 5





|  |
| --- |
| Risk Factors  You should carefully consider the following information in conjunction with other information contained in this termsheet and the final transaction documentation before entering into this Transaction. This document, however, cannot disclose all of the risks and other significant aspects of the Transaction and investment decisions should not be made solely on the basis of these risk factors since the information contained herein cannot serve as a substitute for independent individual advice which is tailored to the requirements, investment objectives, experience, knowledge and circumstances of a prospective investor.  **Conflicts**  HanaFinancial Investment (“Hana”) may establish, maintain, adjust or unwind its hedge positions with respect to this Transaction.  Any hedge positions are the proprietary trading positions of Hana. Hedging activities could affect valuation. Further, due to the diverse nature of the business activities of Hana, we may have business connections with respect to the Reference Entities or any of their asset(s). Such activities may cause or lead to potential conflicts of interest. For reasons of client confidentiality and the management of its own business, Hana will not disclose any such activities or information.  **Advice**  Hana is not providing you with any advice regarding this Transaction, or acting in any form of fiduciary capacity. Therefore you should only decide to enter into this Transaction after careful consideration together with your legal, tax, accounting, financial and other advisers. **All persons should seek such advice as they consider necessary from their professional advisors, legal, tax or otherwise, without reliance on Hana.**  **Suitability of the Transaction**  A financial instrument such as the Transaction involves substantial risks (including market risk, credit risk and the risk that the counterparty will be unable to satisfy its obligations under the Transaction) and is only suitable for counterparties who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks. You should ensure that you understand the nature of all these risks before making a decision to enter into the Transaction. You should consider carefully whether the Transaction is suitable for you in light of your experience, objectives, financial position and other relevant circumstances.  Hana shall not assume, at any time, any responsibility whatsoever for ensuring, determining or advising as to the suitability of the Transaction.  **Early termination risk**  The value of the Transaction may fluctuate during its terms and consequently if you are seeking to terminate the Transaction prior to the Scheduled Termination Date, you must realize that in such situation you run the risk of losing part or all of the value of your investment in the Transaction in unwind and other costs in connection with an early termination of the Transaction.  **Potential losses**  You may sustain substantial losses on the Transaction if the credit/market conditions move against your positions. It is in your interest to understand fully the impact of the credit/market movements, in particular the extent of profit and loss you would be exposed to when there is a change in the credit/market conditions.  **Credit risks**  You assume the risk that your counterparty may not honour its obligations under the Transaction. You should also be aware that any changes to the creditworthiness of your counterparty may also affect the value of the Transaction.  **Potential conflicts of interest**  In the ordinary course of their business, Hana may effect transactions for their own account or for the account of their customers. In conducting such business Hana is not obliged to take into account the circumstances of any counterparty or act in a manner which is favourable to them. Such activity may, or may not affect the value of the Transaction, and potential transaction counterparties should be aware that a conflict may arise. You should seek independent advice as you deem appropriate to evaluate the risk of this potential conflict of interest. Although Hana owe no duty or responsibility to you to avoid such conflicts, should any conflict of interests arise Hana will take reasonable steps to protect the interests of all affected parties and in doing so will act in a fair and commercially reasonable manner.  **Capacity**  You are responsible for determining for yourself whether you have the legal power, authority and right to enter into the Transaction. |

Page 5 of 5

