

상임대리인 계약서

하기 서명자인 본인은 '한양증권주식회사'를 대한민국 내 대리인 (이하 '상임대리인') 으로 임명한다.
상임대리인은 본인을 대리하여 다음에 열거하는 행위를 할 수 있다.

1. 본인의 지시에 따른 주문, 유가증권의 매입, 수령, 매각, 양도 그리고 유가증권 매각대금의 수령, 예치, 해외송금 등과 관련한 제반행위
2. 본인의 지시에 의거, 증권회사나 은행에의 계좌개설, 보관은행의 지정, 증권예탁원예의 주식의 예탁 및 기타 본인에 의해 지시되는 것
3. 본인의 지시 및 대한민국 법령, 규정에 따른 본인의 현금잔고의 관리
4. 본인 명의의 명의개서, 다른 지시가 없는 한 그러한 유가증권의 보관, 그러한 유가증권의 발행사로부터의 그 유가증권과 관련한 제반 통지의 수령
5. 본인 소유의 유가증권에서 발생하는 배당금 및 이자의 수령, 본인의 지시에 따른 배당금 및 이자의 처분, 배당금 및 이자와 관련하여 본인이 부여 받은 세금혜택 및 특권을 보장하기 위해 대한민국 법령 및 조약, 협약 또는 약정이 요구하는 보고서의 제출
6. 본인의 지시에 따라 본인에게 배정된 신주인수권의 행사 및 그러한 신주인수권의 행사, 매각 그리고 양도 등과 관련하여 필요한 제반 업무의 수행
7. 본인의 지시에 의거하거나 또는 본인의 지시가 없을 경우의 의결권의 행사 다만 그와 같은 일이 보통의 혹은 일상의 것으로 간주되거나 본인에게 통보되지 않아도 상관없을 정도로 중요하지 않다면 상임대리인은 그와 같은 문제와 관련한 통보나 보고를 할 필요가 없다.
8. 상기의 행위들과 관련해서 본인에게 부과되는 세금의 납부
9. 상기의 행위들과 관련해서 대한민국 법령하에서 요구되는 각종 신고서, 증명서, 인가신청서 등의 제출
10. 상기 업무와 관련해서 상임대리인이 필요하다거나 적절하다고 여겨지는 행위나 혹은 본인이 권한을 부여한 행위 또한 본인은 이것과 관련하여 제시되는 다음의 계약조건에 동의한다.

날 짜 _____년 _____월 _____일
성 명 _____
서 명 _____
주 소 _____ (E-mail _____)
국 적 _____
거주자격 ☐ 영주자 ☐ 시민권자 ☐ 주재원 ☐ 기타 (_____)
거 주 국 _____
상임대리인 한양증권주식회사 (서울시 영등포구 국제금융로6길 7 한양증권빌딩)
주 소 _____

계 약 조 건

1. (대리인의 개시) 상임대리인은 동계약서 앞면에 기재된 고객에 의하여 정당하게 작성된 위임장을 수령한 날로부터 상임대리 업무를 개시한다.
2. (보고서) 상임대리인은 매 6개월마다, 그리고 보유 유가증권 또는 현금잔고에 변동이 있는 경우에는 그 변동이 있었던 달의 말일에 현금잔고의 보유 유가증권 명세를 고객에게 통지하여야 한다.
3. (거주자 자격지 또는 주소의 변경) 고객은 거주자 자격지의 변동이 있거나 동일 국가 내에서 주소의 변경이 있는 경우 이를 즉시 상임대리인에게 통지하여야 한다.
4. (위임의 종료) 위임은 다음의 경우에 종료한다.
 - (1) 상임대리인이 고객으로부터 계약해지의 서면통지를 받은 날로부터 30일이 경과한 경우
 - (2) 상임대리인이 고객에게 계약해지의 서면통지를 한 날로부터 30일이 경과한 경우
 - (3) 상임대리인이 고객 (공동예금계좌의 경우에는 공동명의자 중 1명)의 사망에 관한 서면통지를 받은 경우
 - (4) 동 계약조건 제6항에 의하여 고객이 계약조건 변경에 대한 반대의사를 서면으로 제출한 경우
5. (책임의 제한) 상임대리인은 다음의 경우 고객에게 발생한 손해나 손실에 대하여 책임을 지지 아니한다.
 - (1) 상임대리인이 선의로 행위를 한 경우
 - (2) 상임대리인이 고객으로부터 받은 것이라 믿을만한 합당한 근거가 있는 지시에 따라 행위를 한 경우
 - (3) 고객의 지시를 필요로 하는 사항에 관하여 상임대리인이 적절하게 고객에게 그 지시를 구하는 통지를 하였으나 고객으로부터 아무런 지시를 받지 못하여 행위를 하지 못한 경우
 - (4) 전시 상황이나 교전상태(전쟁선포가 있는지 여부를 불문)하에서의 법규, 포고, 명령, 기타 행위 또는 법률상로나 사실상 정부나 군 또는 행정 당국에 의한 점령, 징발, 파괴 등을 포함한 불가항력적인 상황으로 인하여 유가증권의 인도 또는 고객의 지시나 기타 필요에 의한 상임대리인의 행위가 지연되거나 방해된 경우
6. (계약조건의 변경) 상임대리인은 계약조건을 변경할 필요가 있다고 판단하는 경우 그 취지와 사유를 서면으로써 고객에게 통지하여야 한다. 고객이 그 통지를 받은 날로부터 30일 이내에 당해 변경에 대하여 서면에 의한 반대의사를 표명하지 않는 경우에는 계약조건 변경에 동의한 것으로 본다.
7. (고객의 지시) 위임장에 의하여 명백히 허용된 것이 아닌 사항의 경우, 상임대리인은 고객의 사전지시에 따라야 한다.
8. (고객에 대한 통지) 상임대리인은 고객이 투자하고 있는 회사로부터 유상증자와 공개매수, 기타 고객의 이해에 중대한 영향을 줄 수 있는 사항에 관한 통지를 수령한 경우에는 합당한 기간 내에 이를 고객에게 통지하여야 한다.
9. (수수료) 고객은 증권관리위원회가 제정한 외국인의 주식매매거래에 관한 규정 및 동 규정을 대체할 만한 규정에 따른 상임대리 수수료를 상임대리인에게 지급하여야 한다.
10. (비용) 고객은 상임대리인이 위임에 따른 임무를 수행하거나 고객의 지시에 따른 행위를 함으로써 발생한 모든 비용을 상임대리인에게 지급하여야 한다.
11. (준거법) 위임장과 동계약조건에 관한 준거법은 대한민국법으로 한다.

POWER OF ATTORNEY

I/We, THE UNDERSIGNED, hereby appoint **HANYANG SECURITIES CO., LTD.** (the "Proxy") as my/our proxy in the Republic of Korea with full power of substitution to do any of the following on my/our behalf:

1. Upon my/our instruction, to place an order, to acquire, receive, dispose of or transfer securities and to perform all necessary acts in relation thereto, including, but not limited to, receiving, depositing and remitting abroad proceeds from sales of securities;
2. Upon my/our instruction, to open an account on my/our behalf with a securities company or bank and to designate a custodian for securities and to deposit for safekeeping any securities with the Korea Securities Depository Corporation or as otherwise instructed by me/us;
3. To manage my/our cash balance in accordance with my/our instructions and Korean law and regulations;
4. To register securities in my/our name on shareholders' registers, to hold such securities for safekeeping unless otherwise instructed, and to receive any notice relating to such securities from the company which issued such securities;
5. To collect any dividends and/or interest on securities owned by me/us, to dispose of such dividends and/or interest in accordance with my/our instructions and to file reports with the appropriate Korean government agency as may be required under any Korean laws or treaties, agreements or conventions in order to secure any tax privileges and benefits to which I am/we are entitled with respect to such dividends or interest in accordance with my/our express instructions provided that I/we provide the Proxy with such informat

ion required therewith or the Proxy may reasonably request;

6. To exercise in accordance with my/our instructions subscription rights allotted to me/us and to perform all acts necessary in connection with the exercise, sale or transfer, upon my/our instructions, of subscription rights allotted to me/us provided that funds for such exercise have been provided to the Proxy from me/us with sufficient lead time to permit the Proxy to make payments for such subscription;
7. To exercise my/our voting rights in accordance with my/our instructions and to exercise my/our voting rights in the absence of my/our instructions; provided, that for matters regarded by the Proxy as ordinary or routine or otherwise as not of sufficient importance to be communicated to me/us, the Proxy need not send me/us any notice or report of such matters;
8. To pay any taxes, fees or charges levied on me/us in connection with any of the foregoing activities;
9. To file reports, certificates and applications for authorizations required under Korean law in connection with any of the foregoing activities; and
10. To do such other acts as the Proxy may deem necessary and appropriate in relation to the above-mentioned matters or that I/we may authorize.

11. The Terms and Conditions attached hereto shall be part of this Power of Attorney as if such Terms and Conditions are set forth herein.

Dated as of _____

Name of Client _____

Signature (name & title) _____ (_____)

Address _____ (E-mail _____)

Nationality _____

Residence Status _____

Name of the Country _____

Investment Registration No. _____

Dated as of _____

Name of Client _____

Signature (name & title) _____ (_____)

Address _____ (E-mail _____)

Nationality _____

Residence Status _____

Name of the Country _____

Investment Registration No. _____

Dated as of _____

Name of Client _____

Signature (name & title) _____ (_____)

Address _____ (E-mail _____)

Nationality _____

Residence Status _____

Name of the Country _____

Investment Registration No. _____

Acknowledged and Agreed To By:

Name of Proxy **HANYANG SECURITIES CO. LTD.**
(7, Gukjegeumyung-ro,6-gil, Yeongdeungpo-gu, SEOUL)

Address _____



TERMS AND CONDITIONS

1. (Commencement of Proxy) The Proxy will not be required to perform any act on behalf of the Client prior to its actual receipt of a Power of Attorney duly executed by the Client.
2. (Statement) The Proxy will send to the Client a statement in respect of an account subject to the Power of Attorney including information such as cash balances and security holdings every six (6) months and at the end of each month in which there has been any change in security holdings or cash balance.
3. (Change of Residence or Address) In the event there is any change in residence status, resident country or address of the Client, the Client shall immediately notify the Proxy of such change.
4. (Client Instruction) In the case the Client is a corporation, partnership, association or other legal entity, the Client shall provide a list of names and titles and certified signature samples of authorized persons who may convey instructions to the Proxy regarding any action to be taken in respect of the account or accounts of such Client. In the case the Power of Attorney is granted in respect of a joint account, unless otherwise expressly instructed in writing, the Proxy may rely on the instructions of any one Client as joint instructions of all Clients of such account. In any case, the Proxy may rely on the instructions of those persons who customarily deal with the Proxy as representatives of the Client as authorized instructions of the Client.
5. (Revocation of Power of Attorney) the Power of Attorney shall terminate as follows:
 - (1) Thirty (30) days after the Proxy receives a written notice of revocation from the Client; or
 - (2) Thirty (30) days after the Proxy gives a written notice of revocation to the Client; or
 - (3) When the Proxy is notified in writing of the death of the Client or any one of them in the case of a joint account; or
 - (4) When the Client files a written objection to changes in the terms and conditions in accordance with paragraph 8 below.

All rights and obligations of the Client and the Proxy accrued before termination, revocation or expiration of the Power of Attorney shall survive such termination, revocation or expiration.

6. (Limitations on Responsibility) The Power of Attorney does not create any obligation on the Proxy to act as fiduciary, guardian or any other capacity to protect the interest or act in the best interest of the Client. The Client expressly acknowledges that the responsibility of making investment decisions relating to his account rests solely with the Client and the success or failure of any such investment decisions shall not be grounds for any claim against the Proxy. The Proxy will not be responsible for any damage or loss that the Client may suffer in connection with any action or inaction (collectively, the "Action") of the Proxy, if:
 - (1) The Action was in good faith; or
 - (2) The Action was in accordance with instructions reasonably believed by the Proxy to have been received from the Client; or
 - (3) The Action is a result of the client's failure to give requested or required instructions or information; or
 - (4) The Proxy was not grossly negligent or the Action was not willful misconduct; or
 - (5) Force major events, including, without limitation, any laws, decrees, regulations, edicts, or other mandates, any act or acts or warfare or warlike operations, (whether war be declared or not), or any seizure, confiscation, destruction or impairment of property done by any Government, whether de jure or de facto, or by any military, municipal or local authority, cause a delay in or prevent the delivery of securities or the performance of any act by the

Proxy in accordance with instructions of the Client or otherwise

7. (Indemnification) Each Client (jointly and severally in the case of joint account) shall indemnify the Proxy, its affiliates and their respective directors, officers, agents and employees against any cost, expense (including counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such indemnitees' gross negligence or willful misconduct) that such indemnitees may suffer or incur in connection with the Power of Attorney or any action taken or omitted by such indemnitees hereunder.
8. (Changes in the Terms and Conditions) Should the Proxy deem it necessary to make any changes in this Terms and Conditions, it will inform the Client in writing to that effect. If the Client does not register a written objection to any such proposed changes within thirty (30) days after having been so informed, the Client will be deemed to have consented to such changes.
9. (Instructions) Unless permitted otherwise by the Power of Attorney or required by applicable law, regulation, rule, order or decree, the Proxy shall obtain instructions from the Client before taking any action on behalf of the Client
10. (Notification of Client) The Proxy shall notify the Client within a reasonable time after the Proxy receives a notice from any company in which the Client has invested with respect to which the Proxy acting as standing proxy of the Client hereunder relating to rights issue, tender offer or any other event which may materially affect the Client's interest
11. (Fees) The Client shall pay standing proxy fees to the Proxy in accordance with the Rules on Sales and Purchase of Shares by Foreigner, as amended from time to time, promulgated by the Financial Supervisory Commission of Korea or any applicable regulations replacing such rules.
12. (Out-of Pocket Expense) The Client shall reimburse the Proxy for all out-of-pocket expenses incurred by the Proxy in performing its obligations under the Power of Attorney or in accordance with the instructions of the Client provided that the Proxy shall use reasonable efforts to obtain prior approval of the Client of major non-customary expenses. Notwithstanding anything to the contrary herein, the Proxy need not undertake any action and is not required to act on behalf of the Client unless all required fees, taxes, charges, levies and expenses have been provided to the Proxy prior to the Proxy undertaking any such action.
13. (Governing Law) The Power of Attorney and this Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Korea without regards to the principles of conflicts of law.

