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| Indicative Term Sheet |
| Indicative Terms and Conditions as of 4 January 2024 |
| 1 Year USD Excess Return Swap linked to [●] Strictly Private and Confidential |
|  |
| *WE ARE WILLING TO DISCUSS A TRANSACTION WITH YOU BECAUSE WE UNDERSTAND THAT YOU HAVE SUFFICIENT KNOWLEDGE AND EXPERIENCE TO MAKE YOUR OWN EVALUATION OF THE MERITS AND RISK OF A TRANSACTION OF THIS TYPE AND YOU ARE NOT RELYING ON BNP PARIBAS NOR ANY OF THE COMPANIES IN THE BNP PARIBAS GROUP FOR INFORMATION, ADVICE OR RECOMMENDATIONS OF ANY SORT OTHER THAN THE FACTUAL TERMS OF THE TRANSACTION. THIS INDICATIVE TERM SHEET DOES NOT IDENTIFY ALL THE RISKS (DIRECT OR INDIRECT) OR OTHER CONSIDERATIONS WHICH MIGHT BE MATERIAL TO YOU WHEN ENTERING INTO A TRANSACTION OF THIS TYPE. YOU SHOULD CONSULT YOUR OWN PROFESSIONAL ADVISORS WITH RESPECT TO THIS TYPE OF TRANSACTION AND YOU SHOULD REFRAIN FROM ENTERING INTO ANY TRANSACTION WITH US UNLESS YOU HAVE FULLY UNDERSTOOD THE ASSOCIATED RISKS AND HAVE INDEPENDENTLY DETERMINED THAT THE TRANSACTION IS APPROPRIATE FOR YOU.* |

**General Terms**

BNP Paribas Reference : [●]

Party A : BNP Paribas

Party B : Hana Securities Co., Ltd. (CRDS: HSMTSEL)

Transaction Type : Index Swap Transaction (Cash Settlement)

Trade Date : [●]

Initial Pricing Date : [●]

Effective Date : [●]

Final Pricing Date : [●]

Termination Date : The [●] Currency Business Day immediately after the Valuation Date (currently expected to be [●])

Initial Notional Quantity : USD [●]

Notional Quantity : On any Commodity Business Day subsequent to the Trade Date, the sum of the Initial Notional Quantity, minus any Termination Notional Quantity.

Underlying (***Index***) : [BNP Paribas Daily CDI Carry ex-Agriculture and Livestock Index; BNP Paribas Alpha Momentum ex-Agriculture and Livestock Net Index; BNP Paribas CDI Skewness ex-A&L ER Index]

Bloomberg Code : [BNPXDDXC; BNPINMXA; BNPXCDXS] Index

Index Sponsor : BNP Paribas (the “**Price Source**”)

Index Calculation Agent : BNP Paribas

Pricing Date : Each Commodity Business Day occurring from the Initial Pricing Date (included), to the Final Pricing Date (included)

Commodity Business Day : A day on which (i) the Price Source publishes (or, but for the occurrence of an Index Component Disruption Event or an Index Disruption, would have published) the level of the Index and (ii) the relevant exchange for each Index Component is (or, but for the occurrence of an Index Component Disruption Event or Index Disruption, would have been) open for trading during its regular trading session and on which such exchange published (or, but for the occurrence of an Index Component Disruption Event, would have published) a closing or settlement price for that Index Component.

Initial Level (***Index0***) : [●], the Commodity Reference Price of the Index as of the Initial Pricing Date

Commodity Reference Price : The price for a day will be that day's Specified Price for the Index, observed by the Calculation Agent, and displayed by Bloomberg on the page that displays prices effective on that day

Specified Price : Official closing level of the Index as published by the Price Source, provided that if there exists an Index Component Disruption Event, Index Adjustment Event and/or Additional Market Disruption Event on the relevant day, the Specified Price shall instead be determined pursuant to the provisions of paragraph “Index Component Disruption Events and Consequences thereof”, paragraph “Index Adjustment Events and Consequences thereof” and paragraph “Additional Market Disruption Events and Consequences thereof” below, as appropriate

**INDEX AMOUNT**

Index Amount Payer : Party A if the Index Amount is a positive number; or Party B if the Index Amount is a negative number, in which case, Party B shall pay the absolute value of the Index Amount.

Index Amount Payable

on the Cash Settlement

Payment Date : The Index Amount in USD will be determined by the Calculation Agent (rounded to two decimal places, 0.005 being rounded up) as follows:

Where:

***Strategy0****:* The Strategy Value in respect of the Initial Pricing Date is set to 100%

***StrategyF****:* The Strategy Value in respect of the Final Pricing Date

***Entry Cost***: [●]%

***Exit Cost***: [●]%

Strategy Value (***Strategyt***) : The Strategy Value as of a Pricing Date t is determined by the Calculation Agent in accordance with the following formula:

Where:

***Strategyt-1****:* The Strategy Value as of the Pricing Date immediately preceding the Pricing Date t. For the avoidance of doubt, for Pricing Date t (where t=1), Strategyt-1 shall be equal to Strategy0

***AF****:* The Adjustment Factor set to [●]%, corresponding to replication costs, expressed as a percentage and on a per annum basis

***Actt-1,t****:* The number of calendar days from but excluding the Pricing Date t-1 to and including Pricing Date t

***Indext****:* The Commodity Reference Price of the Index in respect of the Pricing Date t

***Indext-1****:* The Commodity Reference Price of the Index in respect of the Pricing Date immediately preceding the Pricing Date t.

**Optional Early Termination**

Party B may, on any Business Day, by giving written notice of not less than 1 Commodity Business Day (an “**Early Termination Notice**”) to Party A, , request an early termination of this Swap in whole or in part (each an “**Early Termination**” and such whole or part the “**Early Termination Notional Quantity**”) with effect from the date (the “**Early Termination Date**” or the “**Partial Early Termination Date**”) agreed between the parties (but in any event no later than the Commodity Business Day immediately preceding the Termination Date) and in accordance with the following procedure. If the Early Termination Notice is given after 3 p.m (local time in Seoul), then the Early Termination Notice shall be deemed to have been given on the next following Business Day.

1. Party B shall request an indicative price from Party A for termination of the Swap in whole or in part in its Early Termination Notice;
2. subject to paragraph (e) below, as soon as reasonably practicable upon receipt of any such notice, Party A shall provide Party B, by written notice, with an indicative price (which may be an amount payable to or by Party B, in either case the "**Price**") for the requested Early Termination which shall be reflective of the then current market conditions (and shall include a bid-offer spread not greater than 1%), determined by Party A in good faith and in a commercially reasonable manner. In case of Early Termination, the amount shall be determined in accordance with the below formula:

Where:

***Strategyunwinding*** means ***Strategyt*** as of the Early Termination Date or Partial Early Termination Date, as the case may be

1. upon being provided with the Price in paragraph (b) above, Party B shall immediately confirm to Party A its acceptance or rejection of the Price. Following any such rejection, the Price shall lapse and shall no longer be capable of being accepted by Party B;
2. if the Price is accepted by Party B, the Early Termination request will be irrevocable and will be effected as follows:
3. in respect of an Early Termination of the Swap in whole, the Swap will be terminated in whole on the Early Termination Date agreed by the parties to the Swap by (a) payment from Party A to Party B of the Price (if the Price is positive) or (b) payment from Party B to Party A of the absolute value of the Price (if the Price is negative) on such date; or
4. in respect of an Early Termination in part, the Swap will be terminated in part on the Partial Early Termination Date agreed by the parties to the Swap by (a) payment from Party A to Party B of the Price (if the Price is positive) or (b) by payment from Party B to Party A of the absolute value of the Price (if the Price is negative) on the Partial Early Termination Date. The Notional Quantity of the Swap shall be reduced with effect from such Partial Early Termination Date by the Termination Amount (as defined below);
5. if at any time following the receipt by Party A of an Early Termination Notice there occurs or exists:
6. an Index Component Disruption Event; or
7. an Index Adjustment Event; or
8. an Additional Market Disruption Event; or
9. market conditions which in the sole and absolute discretion of Party A preclude the provision of a Price pursuant to paragraph (b) above (together with the Index Component Disruption Events, Index Adjustment Events and Additional Market Disruption Events, the "Extraordinary Events" or each an “Extraordinary Event”),

then Party A shall be under no obligation to effect an Early Termination, or to quote any Price and the Early Termination request shall be deemed void. If Party A has commenced executing the Early Termination request when an Extraordinary Event occurs, the Price shall be determined in accordance with the provisions regarding “Consequences of an Index Component Disruption Event”.

“**Termination Amount**” means the amount in USD by which Party B has requested that the notional size of the Swap be decreased.

**SETTLEMENT TERMS**

Settlement Currency : USD

Settlement : Cash Settlement

Currency Business Day : New York

Cash Settlement

Payment Date : [●] Currency Business Days after the Final Pricing Date

**INDEX COMPONENT DISRUPTION EVENT AND CONSEQUENCES OF AN INDEX COMPONENT DISRUPTION EVENT**

1. **Index Component Disruption Event**

The occurrence or existence of any of the following in respect of any of the futures contracts or commodities or sub-indexes used to calculate the Commodity Reference Price (each, an "**Index Component**" shall, at the discretion of the Calculation Agent, constitute an "**Index Component Disruption Event**":

1. (i) the failure of the relevant price source to announce or publish the (or the information necessary for determining the) price of any Index Component used to calculate the Commodity Reference Price; or (ii) the temporary or permanent discontinuance or unavailability of the price source;
2. the termination, material suspension or material disruption in trading, of any Index Component;
3. the settlement price of any Index Component has increased or decreased from the previous day’s published settlement price by an amount equal to the maximum amount permitted under the applicable exchange rules for such futures contract; or
4. the failure by the relevant exchange to announce or publish the settlement price or the level for any Index Component or the early closure of the exchange in respect of any Index Component, unless such earlier closing time is announced by such exchange at least one hour prior to the actual closing time for the regular trading session on the exchange.
5. **Consequences of an Index Component Disruption Event**

1. Upon the occurrence or existence of an Index Component Disruption Event on any Pricing Date, the Calculation Agent shall determine the Specified Price (or a method for determining the Specified Price) using closing or settlement prices, as appropriate, for each Index Component determined in accordance with (i) and (ii) below and using the then-current Index Methodology:

1. with respect to each Index Component which is not affected by an Index Component Disruption Event, the Specified Price will be based on the closing or settlement price, whichever is applicable, of such Index Component on the relevant Pricing Date;
2. with respect to each Index Component which is affected by an Index Component Disruption Event (an “**Affected** **Item**”), the Specified Price will be based on the closing or settlement prices of such Affected Item on the first Commodity Business Day following the relevant Pricing Date on which no Index Component Disruption Event is occurring with respect to such Affected Item, unless an Index Component Disruption Event is occurring on each of the number of consecutive Commodity Business Days equal to the Maximum Days of Disruption immediately following the relevant Pricing Date in respect of the Affected Item. In that case, (A) the last such consecutive Commodity Business Day shall be deemed to be the Pricing Date for the Affected Item, notwithstanding the Index Component Disruption Event, and (B) the Calculation Agent shall determine the price of such Affected Item based upon the price at which Party A is able to sell or otherwise realise any hedge positions in respect of the Transaction during the period of five Commodity Business Days following the last such consecutive Pricing Date.

“**Index Methodology**” means the most recent version of the index calculation methodology underlying the calculation of the Index, being the then current version of the methodology compiled and published by the Index Sponsor, or any successor thereto, subject to paragraph *“Index Adjustment Events and Consequences thereof”* below.

**Maximum Days of Disruption**: 5 Commodity Business Days

2. Upon the occurrence or existence of an Index Component Disruption Event on any Commodity Business Day that is not a Pricing Date, Party A may give notice to Party B of its intention to terminate the Transaction in whole, but not in part. The Transaction will be terminated following payment of the Cancellation Amount, determined in accordance with paragraph “*Cancellation*” below.

**INDEX ADJUSTMENT EVENTS AND CONSEQUENCES THEREOF**

1. **Index Adjustment Events**

Index Adjustment Event : Means any of an Index Cancellation, Index Disruption or Index Modification.

Index Cancellation : Means the Index is permanently cancelled or the Index Sponsor announces its intention to permanently cancel the Index or that it will no longer calculate and announce the Index level and no Successor Index exists.

Index Disruption : Means that the Index Sponsor fails to calculate and announce the Index level for a continuous period of at least 3 Commodity Business Days, provided that such failure is continuing on the relevant date on which the Commodity Reference Price is to be determined in accordance with this Transaction.

Index Modification : Means the Index Sponsor announces that it will make a material change in the formula for or method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent Index Components, weightings and other routine events).

Successor Index : Means (i) any index as calculated and announced by a successor or replacement sponsor acceptable to the Calculation Agent, or (ii) a successor or replacement index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index..

1. **Consequences of an Index Adjustment Event**

1. If, at any time on or after the Trade Date, either (i) an Index Cancellation occurs and there is no Successor Index, or (ii) an Index Disruption or (iii) an Index Modification occurs, then the Calculation Agent may at its option calculate the Commodity Reference Price using, in lieu of a published level for the Index, the level for the Index as at the relevant date as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the relevant Index Adjustment Event, but taking account only of those Index Components that comprised the Index immediately prior to the relevant Index Adjustment Event and disregarding those Index Components that have ceased to be listed on any relevant exchange.
2. if the Calculation Agent determines that it is impracticable or impossible to calculate the Commodity Reference Price in accordance with (a), Party A will give notice to Party B of its intention to terminate the Transaction in whole, but not in part. The Transaction will be terminated following payment of the Cancellation Amount, determined in accordance with paragraph “Cancellation”, below.
3. If an Index Cancellation occurs and there is a Successor Index, the Successor Index shall be deemed to be the Index.

**ADDITIONAL MARKET DISRUPTION EVENTS AND CONSEQUENCES THEREOF**

1. **Additional Market Disruption Events**

The occurrence of either a “Change in Law ” or “Hedging Disruption” shall constitute an Additional Market Disruption Event.

A **“Change in Law Event”** means that, on or after the Trade Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, in respect of any tax law, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing or financial authority) or the combined effect thereof if occurring more than once, the Calculation Agent determines in its sole and absolute discretion that:

* + 1. it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant Hedge Position; or
    2. it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Transaction or in holding, acquiring or disposing of any Hedge Position.

A "**Hedging Disruption Event**" shall be deemed to have occurred if Party A and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the commodity price risk or any other relevant price risk of performing its obligations with respect to the Transaction, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant Hedge Position.

“**Hedge Position(s)”** means any purchase, sale, entry into or maintenance of one or more positions or contracts in commodities, options, futures, derivatives or foreign exchange or other instruments or arrangements (howsoever described) in order to hedge, in a manner acceptable to the relevant party individually or on a portfolio basis or otherwise, this Transaction.

1. **Consequences of Additional Disruption Events**

If Party A determines that an Additional Market Disruption Event has occurred, it will give notice to Party B of its intention to terminate the Transaction in whole, but not in part. The Transaction will be terminated following payment of the Cancellation Amount, determined in accordance with paragraph “*Cancellation”* below.

Hedging Party : BNP Paribas or any of its Affiliates

Determining Party : BNP Paribas or any of its Affiliates, provided that if any party disagrees in good faith made by the Determining Party, then an independent leading dealer in the relevant market shall be appointed as a substitute Determining Party (“Substitute Determining Party”) in accordance with the process as set forth in the second paragraph of the “Calculation Agent” provision as if the Determining Party were the Calculation Agent. Any fees and expenses (if any) in connection with such Substitute Determining Party shall be equally met by both parties.

**CANCELLATION**

If either (a) an Index Adjustment Event whose consequence is that Party A decides to terminate the Transaction, or (b) an Additional Market Disruption Event, each as determined by the Calculation Agent in good faith, has occurred on or after the Trade Date of this Transaction and is continuing, Party A may, by not less than 2 Business Days notice to Party B (or such lesser notice as may be required by any governmental, judicial, regulatory or tax authority), designate a day not earlier than the day such notice is effective and which is a London Business Day as the cancellation date (the “**Cancellation Date**”) in respect of the whole (but not part only) of this Transaction. On or as soon as reasonably practicable after the Cancellation Date, the Calculation Agent shall determine the Cancellation Amount. The Cancellation Amount shall be paid by the party which the Calculation Agent determines owes the Cancellation Amount to the other party on the second Business Day following such notification.

“**Cancellation Amount**” means an amount, determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, payable from one party to the other in respect of the unwinding of this Transaction, taking into consideration all relevant information as it sees fit but without duplication, including (but not limited to) (i) the closing price for each Index on the Cancellation Date (ii) such discounting as the Calculation Agent determines is appropriate to take account of receipt of payments earlier than they would otherwise have been payable (iii) the price of each Index Component used to calculate the Commodity Reference Price (iv) all other payments which would, but for the occurrence of the Index Component Disruption Event, Index Adjustment Event or Additional Market Disruption Event, have been made between the parties in respect of this Transaction (v) the amount of the losses, costs or gains of Party A incurred or made in connection with all changes to its Hedge Position(s) as a result of the designation of a Cancellation Date in respect of this Transaction, including without limitation all costs, losses, fees and expenses incurred in connection with the early termination, liquidation, unwinding or closing out of any Hedge Position(s) (vi) relevant market data from internal or external sources including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads or correlations and (vii) any other amounts, information or calculations that in good faith it deems relevant in the circumstances in order to achieve a commercially reasonable result, it being understood that the occurrence of an Index Component Disruption Event, Index Adjustment Event or Additional Market Disruption Event may materially change the structure, trading characteristics or other attributes of the Indices, Index Components or Hedge Position

**Additional Representations,**

**Agreements and Acknowledgments:**

Index Disclaimer : Not Applicable; provided that the Index Disclaimer set out in the Annex shall apply

Non Reliance : Applicable

Agreements and Acknowledgments

Regarding Hedging Activities: Applicable

Additional Acknowledgments: Applicable

Calculation Agent : BNP Paribas

Governing Law : As stated in the ISDA Master Agreement

Documentation : ISDA Master Agreement and related schedules. BNP Paribas will be preparing the Trade Confirmation for this transaction.

ISDA Definitions : 2005 ISDA Commodity Derivatives Definitions (the “**Commodity Definitions**”) and the 2021 ISDA Definitions will apply.

**ANNEX**

**INDEX DISCLAIMER**

The methodology of the [BNP Paribas Daily CDI Carry ex-Agriculture and Livestock 12x Index] (the “Index”) is confidential. The sponsor of the Index (the “Index Sponsor”) and where the Index is calculated by a party other than the Index Sponsor, the calculation agent for the Index (the “Index Calculation Agent”) do not guarantee the accuracy or completeness of the Index methodology or the calculation methods, or that there will be no errors or omissions in computing or disseminating the Index, and the Index Sponsor and the Index Calculation Agent, shall have no liability for any errors or omissions therein. The Index methodology is based on certain assumptions, certain pricing models and calculation methods adopted by the Index Sponsor and/or the Index Calculation Agent and may have certain inherent limitations. Information prepared on the basis of different models, calculation methods or assumptions may yield different results. You have no authority to use or reproduce the Index methodology in any way without a specific license from BNP Paribas (“BNPP”) permitting you to do so, and neither BNPP nor any of its affiliates shall be liable for any loss whatsoever arising directly or indirectly from the use of the Index or index methodology or otherwise in connection therewith.

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The index methodology embeds certain costs in the strategy which cover amongst other things, friction, replication and repo costs in running the Index. The levels of such costs (if any) may vary over time in accordance with market conditions as determined by the Index Sponsor acting in a commercially reasonable manner.

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**Disclaimers**

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Financial instruments of the type described herein may involve a high degree of risk and their value may be highly volatile. Such risks may include, without limitation: (i) variations in interest rates, exchange rates, correlation, prices or levels of securities, commodities, funds and/or indices, indicators of creditworthiness or perceived creditworthiness of one or more underlying entities; (ii) default or insolvency of one or more underlying entities; (iii) adverse or unanticipated market events or developments, political developments or adverse corporate events involving an underlying security or entity; (iv) risk of illiquidity; (v) sovereign risk; and (vi) legal risk. In addition, where the Transaction involves leverage, it must be recognised that whilst leverage presents opportunities to increase profit, it also has the effect of potentially increasing losses and doing so in a relatively short period of time. Such losses may significantly diminish the performance of the Transaction or result in loss for you. You may be required to post margin or collateral at levels consistent with the internal policies of BNP Paribas. The risk of loss in trading derivatives can be substantial and, accordingly, derivatives are not suitable for every person.

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