

**GENERAL TERMS**

**Party A:** SOCIETE GENERALE  
**Party B:** NH INVESTMENT AND SECURITIES CO., LTD  
**Trade Date:** 19-Sep-19  
**Strike Date:** 19-Sep-19  
**Effective Date:** 23-Sep-19 (2 Currency Business Days after the Trade Date)  
**Termination Date:** The earlier of (i) Cash Settlement Payment Date and (ii) an Early Cash Settlement Date.  
**Settlement Currency:** USD

The Equity Amount Payer pays on the Cash Settlement Payment Date, the Equity Amount determined in accordance with the following :

Equity Notional Amount ("ENA"): **USD 618,100**

The Fixed Amount Payer pays on the Fixed Amount Payment Date, the Fixed Amount:

**Fixed Amount:** **USD 7,417.20 ( 1.20% of the ENA )**

**Fixed Amount Payer:** Party A

**Fixed Amount Payment Date:** Effective Date

**Underlying (i):** Each of the indices as listed in the table below:

(i from 1 to 3)

Name (Code)	Index Sponsor	Exchange	Related Exchange	
S&P 500 INDEX (.SPX)	S&P Dow Jones Indices LLC or any successor to such Index Sponsor.	New york stock exchange, Nasdaq Stock Market or any successor to such exchange	All Exchanges	Index (i=1)
EURO STOXX 50 INDEX (.STOXX50E)	STOXX Limited or any successor to such Index Sponsor.	"Multiple Exchange", which means the Exchange in respect of each Component Security is the stock exchange on which that Component Security is principally traded	All Exchanges	Index (i=2)
HANG SENG CHINA ENTERPRICES INDEX (.HSCE)	Hang Seng Indexes Company Limited or any successor to such Index Sponsor.	Hong Kong stock Exchange or any successor to such exchange	All Exchanges	Index (i=3)

**Currency Business Day:** Any day on which banks are open for transactions in foreign exchange and foreign currency deposits in Seoul and New York.

**Business Day Convention:** Following

**Index Level:** With regard to each Index comprised in the Basket, the official closing level of such Index published and announced by its Index Sponsor

**Initial Level (i) or "IL(i)"** Index Level of the Underlying (i) on the Strike Date

Underlying (i):		.SPX	.STOXX50E	.HSCE
	Initial Level (i)	3,006.7900	3,552.6500	10,385.3500
<b>Barrier Level 1</b>	90.00% x IL(i)	2,706.1110	3,197.3850	9,346.8150
<b>Barrier Level 2</b>	90.00% x IL(i)	2,706.1110	3,197.3850	9,346.8150
<b>Barrier Level 3</b>	85.00% x IL(i)	2,555.7715	3,019.7525	8,827.5475
<b>Barrier Level 4</b>	80.00% x IL(i)	2,405.4320	2,842.1200	8,308.2800
<b>Barrier Level 5</b>	75.00% x IL(i)	2,255.0925	2,664.4875	7,789.0125
<b>Barrier Level 6</b>	65.00% x IL(i)	1,954.4135	2,309.2225	6,750.4775
<b>Glider Level :</b>	75.00% x IL(i)	2,255.0925	2,664.4875	7,789.0125

The Early Equity Amount Payer pays on the Early Cash Settlement Date, the Early Equity Amount or the Early Equity Amount II determined in accordance with the following :

**Early Equity Amount Payer:** Party A

**Early Equity Amount Opportunity (k)** If on any Valuation Date (k) (k = 1 to 5),

the Index Level of the Underlying (i) with the Lowest Performance (k) is equal to or greater than its Barrier Level (k)

an Early Equity Amount Opportunity (k) will be deemed to have occurred and Early Equity Amount Payer will pay the Early Equity Amount (k) on the relevant Early Cash Settlement Date (k), and the Transaction shall early terminate on such Early Cash Settlement Date (k). The parties will have no further obligations in respect of subsequent Early Equity Amount (k) (except payments that are due but unpaid, payment due in respect of Party B Payment as specified below, and payment that is required to be made pursuant to this paragraph).

**Early Equity Amount Opportunity II** An Early Equity Amount Opportunity II is deemed to have occurred if the Calculation Agent determines on Valuation Date (2) that:

- (i) U(it) in respect of each Underlying (i) is equal to or greater than its Glider Level on every Daily Valuation Date(t) from but excluding Trade Date to and including Valuation Date (2) ; and
- (ii) Early Equity Amount Opportunity (k) has not occurred on or prior to Valuation Date (2)

Upon the occurrence of Early Equity Amount Opportunity II, the Early Equity Amount Payer will pay the Early Equity Amount II on the Early Cash Settlement Date II, and the Transaction shall early terminate on such Early Cash Settlement Date II. The parties will have no further obligations (except payments that are due but unpaid, and payment due in respect of Party B Payment as specified below).

**Early Cash Settlement Date (k) (k=1 to 5)**

Early Cash Settlement Date (1)	18-Mar-20
Early Cash Settlement Date (2)	17-Sep-20
Early Cash Settlement Date (3)	18-Mar-21
Early Cash Settlement Date (4)	16-Sep-21
Early Cash Settlement Date (5)	17-Mar-22

**Early Cash Settlement Date II:** 17-Sep-20

Provided that if any such day is not a Currency Business Day, it shall be postponed to the following Currency Business Day.

Provided that in the event of a postponement of any Valuation Date (k) which causes a Valuation Date (k) to fall less than two Currency Business Day prior to, or at any time after, Early Cash Settlement Date (k), Early Cash Settlement Date Payment (k) shall be postponed such that it falls on the second Currency Business Day following such Valuation Date (k).

**Early Equity Amount (k):**

RR(k) x ENA  
Where  
RR(k) means the Rate of Return on the relevant Early Cash Settlement Date (k)  
RR(1) = 2.6500%  
RR(2) = 5.3000%  
RR(3) = 7.9500%  
RR(4) = 10.6000%  
RR(5) = 13.2500%

**Early Equity Amount II :** 7.950% x ENA

**Performance ( $i_k$ )**

Means in respect of Underlying (i) and Valuation Date (k), the performance of such Underlying (i) on such Valuation Date (k) calculated as follows :

$U(i_k) / IL(i)$

 **$U(i_k)$** 

Means in respect of Underlying (i) and any Valuation Date (k), the Index Level of such Underlying (i) at the Valuation Time on the Valuation Date (k).

 **$U(i_t)$** 

Means in respect of Underlying (i) and any Daily Valuation Date (t) , the Index Level of such Underlying (i) at the Glider Valuation Time, on the Daily Valuation Date(t).

**Lowest Performance (k)**

On each Valuation Date (k), the relevant Lowest Performance (k) will be calculated as follows:

Min [ Performance( $i_k$ ), Performance( $i_k^2$ ), Performance( $i_k^3$ ) ]

**Equity Amount**

On Valuation Date (6), Provided that no Early Equity Amount Opportunity has occurred,

If on Valuation Date (6) the Underlying (i) with the Lowest Performance (6) is equal to or greater than its Barrier Level (6)

Party A shall pay Party B 15.9000% x ENA

Otherwise,

Party B shall pay Party A ENA x [1-Lowest Performance (6)]

**Valuation Time**

The time at which the Index Level of the Underlying (i) is published or announced by the Exchange.

**Glider Valuation Time**

In respect of Underlying (i), the Scheduled Closing Time on the relevant Exchange on the relevant Daily Valuation Date (t). If the relevant Exchange closes prior to its Scheduled Closing Time, the Glider Valuation Time shall be such actual closing time

**Valuation Date (k): (k=1 to 6)**

Valuation Date (1)	16-Mar-20
Valuation Date (2)	15-Sep-20
Valuation Date (3)	16-Mar-21
Valuation Date (4)	14-Sep-21
Valuation Date (5)	15-Mar-22
Valuation Date (6)	14-Sep-22

If a Valuation Date (k) is a Disrupted Day with respect to any Underlying (i), then the Valuation Date (k) for all Underlyings shall be the first succeeding Exchange Business Day that is not a Disrupted Day with respect to any Underlying (i), unless each of the eight Exchange Business Days immediately following the Scheduled Valuation Date (k) is a Disrupted Day with respect to any Underlying (i). In that case (i) that eighth Exchange Business Day shall be deemed to be the Valuation Date (k) for all Underlyings, notwithstanding the fact that such day is a Disrupted Day with respect to any Underlying (i), and (ii) with respect to the relevant Underlying affected by the occurrence of a Disrupted Day on that eighth Exchange Business Day, the Calculation Agent shall determine the level of that Underlying (i) as of the relevant Valuation Time on that eighth Exchange Business Day.

<b>Daily Valuation Dates (t):</b>	Any Exchange Business Day, including any Exchange Business Day that is a Disrupted Day with respect to any Underlying (i)
<b>Cash Settlement Payment Date</b>	16-Sep-22 (second Currency Business Days after Valuation Date (6))
<b>Party B Payment</b>	<p>Subject to adjustment in accordance with the Business Day Convention.</p> <p>Party B shall pay Floating Rate on the ENA on each Party B Payment Date as determined by the Calculation Agent.</p> <p>Party B Payment shall accrue from (and including) a Party B Payment Date to (and excluding) the next relevant Party B Payment Date provided that for the purpose of the first Party B Payment Date, Party B Payment shall accrue from (and including) the Effective Date to (and excluding) the first Party B Payment Date falling on 'December 2019'.</p>
<b>Party B Payment Date</b>	<p>On every ' 23 September, 23 December, 23 March, 23 June' starting 3 months after the Effective Date and ending on Termination Date, subject to adjustment in accordance with the Following Business Day Convention and the occurrence of Early Equity Amount Opportunity or Early Equity Amount Opportunity II.</p> <p>Upon the occurrence of Early Equity Amount Opportunity (k) or Early Equity Amount Opportunity II, if the relevant Party B Payment Date does not fall on the Early Cash Settlement Date (k) or Early Cash Settlement Date II (as applicable), then the final Party B Payment that Party B shall pay shall be calculated from (and including) the immediately preceding Party B Payment Date to (but excluding) that Early Cash Settlement Date (k) or Early Cash Settlement Date II (as applicable). This Party B Payment shall be final and be paid on the Early Cash Settlement Date (k) or Early Cash Settlement Date II (as applicable) and no further Party B Payment shall be required.</p>
<b>Floating Rate:</b>	<p><b>'3 Months USD LIBOR + 50 Bps calculated on actual/360 (Fixed)</b></p> <p><b>The fixing of the 3 months USD LIBOR published daily on Reuters page LIBOR01 at 11:00 am, London time, one London Business day prior to the immediately preceding Party B Payment Date. If no such rate is quoted, the Floating Rate shall be determined by the Calculation Agent in a commercially reasonable manner. However, the Floating Rate for the first Party B Payment Date will be the Floating Rate as set out on that page on '20 September 2019'.</b></p>
<b>Secondary market:</b>	Under normal market conditions, Société Générale will provide a secondary market monthly with a 1% bid/offer spread.
<b>Calculation Agent:</b>	Société Générale. The Calculation Agent shall act in good faith and in a commercially reasonable manner.
<b>Documentation:</b>	2002 ISDA Equity Derivatives Definitions and 2000 ISDA Definitions. It shall also include other customary provisions (e.g. Inconvertibility Event, FX Disruption Event and Effect of FX Disruption Event) for Transactions with South-Korean counterparties as deemed appropriate by the Calculation Agent.

The terms and conditions contained herein are indicative, and may change with market fluctuations. It does not constitute an offer to enter into a transaction with such terms and conditions. Amongst other things, the pricings shown in this indicative term sheet may change at any time without notice. The client should be aware that Societe Generale is not bound to enter into any transaction even if the client accepts these indicative terms and conditions immediately upon receipt. If the client is agreeable to these terms and conditions, it should make an offer in the same terms to Societe Generale. No transaction will be effected unless and until Societe Generale has expressly confirmed its acceptance of the offer of the client."

Société Générale assumes no fiduciary or other responsibility or liability to any person for any consequences, financial or otherwise, arising from this transaction. The investor should make its own appraisal of the risks and should consult to the extent necessary its own legal, financial, tax, accounting and other professional advisors in this respect prior to entering into any transaction.

Incorporation of the ISDA 2015 Section 871(m) Protocol. Party A and Party B hereby incorporate by reference the ISDA 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. on November 2, 2015 and agree and acknowledge that the amendments and modifications contained therein are made to the Master Agreement.

This Transaction is subject to withholding on dividend equivalent payments under Section 871(m) of the U.S. Internal Revenue Code.

#### **MULTIPLE EXCHANGE INDEX ANNEX**

If "Multiple Exchange" is specified as the Exchange in relation to and/or this Multiple Exchange Index Annex otherwise applies to an Index, then the following terms shall apply to such Index. In the event of any inconsistency between this Multiple Exchange Index Annex and the Confirmation with respect to such Index, the Multiple Exchange Index Annex shall govern.

In the event of any inconsistency between this Multiple Exchange Index Annex and the Definitions, this Multiple Exchange Index Annex shall govern.

<b>Component Security:</b>	Each component security of the Index.
<b>Amendment to Section 6.8(e):</b>	The words "the level of the relevant Index at the close of the regular trading session on the relevant Exchange" on lines 4 and 5 of Section 6.8(e) of the Equity Definitions shall be deleted and replaced with the words "the official closing level of the Index as calculated and published by the Index Sponsor".
<b>Exchange Business Day:</b>	Any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.
<b>Valuation Time:</b>	(i) For the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

**Market Disruption Event:**

Either:

(i)(a) the occurrence or existence, in respect of any Component Security, of:

(1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;

(2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; OR

(3) an Early Closure; AND

(b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR

(ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of the Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

**Trading Disruption:**

Any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

**Exchange Disruption**

Any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

**Early Closure:**

The closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

**Disrupted Day:**

Any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.