# **POWER OF ATTORNEY**

I / We, THE UNDERSIGNED, hereby appoint **Woori Investment & Securities Co., Ltd.** (the "Proxy") as my / our Standing Proxy (the "Company") 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 Depositary 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 information 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;
- 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.

# I/We agree to the terms and conditions set forth on the back hereof.

| Dated as of   |
|---|
| Name of the Client  |
| Address   |
| Nationality   |
| Residence Status (Country)                                |
| Telephone Fax   |
| Investment Registration ID No., if any                    |
|   |
| Signature   |
| Name / Title  |
| Acknowledged and Agreed to By:                            |
| Dated as of   |
| Name of the Proxy WOORI INVESTMENT & SECURITIES CO., LTD. |
| (Branch) Address <u>지점 명판 날인 또는 주소 기재</u>                 |
| Signature   |
| Name / Title  |



# TERMS AND CONDITIONS

### 1. COMMENCEMENT OF PROXY

The Proxy will not be required to perform any act or service on behalf of the Client prior to its actual receipt of a Power of Attorney duly executed by the Client named on the face hereof (the "Client").

### 2. STATEMENT

The Proxy will send to the Client a statement in respect of an account subject to the Po2wer of Attorney including information such as cash balance and securities holdings every six (6) months and at the end of each month in which there has been any changes in securities holdings or cash balance.

#### 3. CHANGE OF RESIDENCE OR ADDRESS

In the event of a change in residence status from the country mentioned on the face hereof to another country or a change in address in the same country, the Client shall immediately notify the Proxy of such a 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.

### 5. REVOCATION OF POWER OF ATTORNEY

The Power of Attorney shall be revoked at the following times:

- 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 5 below.

### 6. LIMITATIONS ON RESPONSIBILITY

The Proxy shall not be responsible for damage or loss to the interests of the Client if:

- 1) The Proxy has acted in good faith; or
- The Proxy has acted in accordance with instructions reasonably believed by the Proxy to have been received from the Client; or
- 3) The Proxy fails to take action because after duly notifying the Client of an event requiring



instructions and requesting instructions from the Client, it receives no instructions from the Client; or

4) Force majeure events, including any laws, decrees, regulations, edicts, or other mandates, any act or acts of warfare or warlike operations (whether war be declared or not), or any seizure, confiscation, destruction or impairment of property done by any Government, whether dejure or defacto, 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. CHANGES IN THE TERMS AND CONDITIONS

Should the Proxy deem it necessary to make any change in the terms and conditions, it will inform the Client in writing to that effect with reasons therefor. 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.

### 8. INSTRUCTIONS

Unless otherwise expressly permitted by the Power of Attorney on the face hereof, the Proxy shall obtain instructions from the Client before taking action on behalf of the Client.

#### 9. 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 is 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.

### **10. FEES**

The Client shall pay standing proxy fees to the Proxy in accordance with the Rules on Sales and Purchase of Shares by Foreigners as amended from time to time, promulgated by the Financial Supervisory Commission of Korea or any applicable regulations replacing such rules.

## 11. OUT-OF-POCKET EXPENSES

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 Client.

### 12. GOVERNING LAW

The Power of Attorney and these terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Korea.

