

Information Memorandum



INDUSTRIAL BANK OF KOREA

(Incorporated with limited liability under the laws of the Republic of Korea)

A\$2,000,000,000 Debt Instrument Issuance Programme

Arranger and Dealer

Mizuho Securities Asia Limited
(ARBN 603 425 912)

Dealers

**Australia and New Zealand Banking Group
Limited**
(ABN 11 005 357 522)

J.P. Morgan Securities plc

The date of this Information Memorandum is 11 February 2025

Contents

Important Notice	1
Summary of the Programme	8
The Issuer	14
Conditions of the Debt Instruments	17
Form of Supplement	60
Selling Restrictions	67
Taxation	74
Directory	79

Important Notice

This Information Memorandum replaces the Information Memorandum dated 4 May 2010 in its entirety.

Introduction

This Information Memorandum relates to a debt issuance programme (“**Programme**”) established by Industrial Bank of Korea (“**Issuer**”), a company incorporated with limited liability in the Republic of Korea (“**Korea**”), under which medium term notes and other debt securities (collectively referred to in this Information Memorandum as “**Debt Instruments**”) may, from time to time, be issued up to the Programme Limit (as defined in the section entitled “*Summary of the Programme*” below). The Issuer may also issue notes, bonds or other debt instruments (including dematerialised securities) otherwise than under the Programme.

Terms used in this Information Memorandum but not otherwise defined have the meaning given to them in the Conditions (as defined below).

The Issuer is neither a bank nor an authorised deposit taking institution which is authorised under the Banking Act 1959 of Australia (“Australian Banking Act”) nor is it supervised by the Australian Prudential Regulation Authority (“APRA”). The Debt Instruments are not the obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia. No Debt Instruments shall be “protected accounts” or “deposit liabilities” within the meaning of the Australian Banking Act and an investment in any Debt Instruments issued by the Issuer will not be covered by the depositor protection provisions in section 13A of the Australian Banking Act and will not be covered by the Australian Government’s bank deposit guarantee (also commonly referred to as the Financial Claims Scheme).

Each offer to purchase or invitation to buy Debt Instruments in or into Australia (i) will constitute an offer or invitation which does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act 2001 of Australia (“Corporations Act”) such that the amount payable by each person who subscribes for or purchases Debt Instruments must be at least A\$500,000 (disregarding moneys lent by the offeror or its associates), and (ii) and will comply with Banking exemption No. 1 of 2018 dated 21 March 2018 promulgated by APRA as if it applied to the Issuer mutatis mutandis (and which requires all offers and transfers of any parcels of Debt Instruments to be for an aggregate principal amount of at least A\$500,000).

Terms and conditions of issue

Each issue of Debt Instruments will be made pursuant to such documentation as the Issuer may determine. The Issuer may publish additional disclosure or offering documentation which describe the issue of Debt Instruments (or particular classes of Debt Instruments or debt securities) not described in this Information Memorandum. This Information Memorandum summarises information regarding the Issuer, the Programme and the issue of Debt Instruments in registered form in the wholesale debt capital markets in Australia. Potential investors in other debt securities which may be issued by the Issuer under the Programme or otherwise should refer to any disclosure document relevant to the issue of those debt securities.

Debt Instruments will be issued in one or more Tranches (each a “**Tranche**”) within one or more series (each a “**Series**”). Tranches of Debt Instruments within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts but will otherwise be issued on identical terms and conditions.

A pricing or other supplement (“**Supplement**”) will be issued for each Tranche of Debt Instruments issued under a particular Series and will contain details of the aggregate principal amount of the Tranche of Debt Instruments and the interest (if any) payable in respect thereof, the issue price, the issue date and the maturity date of the Tranche of Debt Instruments, together with any other terms and conditions

and other information with respect to that Tranche which is not otherwise contained in this Information Memorandum or such other Information Memorandum issued in relation to such Debt Instruments.

The terms and conditions applicable to a Tranche or Series of Debt Instruments ("**Conditions**") will be as set out in the section of this Information Memorandum entitled "*Conditions*" as such may be supplemented, amended, modified or replaced by the applicable Supplement for those Debt Instruments. The terms and conditions applicable to other debt instruments will be as set out in any applicable additional disclosure or offering documentation or Supplement.

Place of issuance

Subject to applicable laws and directives, the Issuer may issue Debt Instruments under the Programme in any country including Australia and countries in Europe and Asia but not in the United States unless such Debt Instruments are registered under the United States Securities Act of 1933 (as amended) ("**Securities Act**") or an exemption from the registration requirements under the Securities Act is available.

Issuer's responsibility

This Information Memorandum has been prepared by and issued with the authority of the Issuer. The Issuer accepts responsibility for the information contained in this Information Memorandum (other than information provided by the Arranger, the Dealers and the Agents (each as defined in the "*Summary of the Programme*" below) (each a "**Programme Participant**", and together, the "**Programme Participants**") in relation to their respective descriptions in the sections entitled "*Summary of the Programme*" and "*Directory*" below). To the best of the knowledge and belief of the Issuer (having taken reasonable care to ensure that such is the case) the information contained in this Information Memorandum is in accordance with the facts and does not omit anything likely to materially affect the import of such information.

No independent verification or authorisation

The only role of the Programme Participants in the preparation of this Information Memorandum has been to confirm to the Issuer that their respective name and address details under "*Summary of the Programme*" and "*Directory*" are accurate as at the Preparation Date (as defined below).

Apart from the foregoing, none of the Programme Participants (nor their respective affiliates, officers, employees, representatives or advisers) (each a "**Programme Participant Party**", and together, the "**Programme Participant Parties**") has independently verified the other information contained in this Information Memorandum and each such person disclaims any responsibility, and disclaims all and any liability whether arising in tort or contract or otherwise, for such information. Accordingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted, by any of them as to the accuracy or completeness of this Information Memorandum or any further information supplied by the Issuer in connection with the Programme or any Debt Instruments.

The Programme Participants expressly do not undertake to review the financial condition or affairs of the Issuer or any of its affiliates or related entities at any time or to advise any holder of a Debt Instrument, any potential holder of a Debt Instrument or any other person of any information coming to their attention with respect to the Issuer or any of its affiliates or related entities and make no representations or warranties (express or implied) as to the ability of the Issuer to comply with its obligations under the Debt Instruments.

The Programme Participants do not make any representation as to the performance of the Issuer, the maintenance of capital or any particular rate of return, nor do any of the Programme Participants guarantee the payment of capital or any particular rate of capital or income return, in each case, on any Debt Instruments.

Documents incorporated by reference

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise

expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum. References to “**Information Memorandum**” are to this Information Memorandum together with any other document incorporated by reference collectively and to any of them individually.

The following documents published or issued from time to time (including, where applicable, after the date of this Information Memorandum) shall be deemed to be incorporated in, and taken to form part of, this Information Memorandum:

- all amendments and supplements to this Information Memorandum published by the Issuer from time to time;
- the most recently published audited consolidated and audited separate annual financial statements of the Issuer and, if published later, the most recently published unaudited consolidated and separate interim financial statements (if any) of the Issuer; and
- the section entitled “Investment considerations – Other risks relating to the Bank’s business - The Bank must comply with various sanctions regimes, which may limit its ability to maintain commercial relationships with certain counterparties; the Bank has been subject to enforcement actions in connection with its compliance with U.S. anti-money laundering laws and regulations and sanctions, and additional enforcement actions or a finding by regulatory authorities that the Bank’s compliance efforts are inadequate or deficient could adversely affect the Bank’s business, reputation, financial condition and prospects, and in turn, investors in the Notes” of the Issuer’s Offering Circular for its Global Medium Term Note Programme dated 13 May 2024 (and any other document which modifies or supersedes any statement contained in that section of the Offering Circular, including any supplement or replacement of that Offering Circular from time to time); and
- all other documents published by the Issuer and stated to be incorporated in this Information Memorandum by reference including any applicable Supplement.

Any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statements so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this Information Memorandum.

The Issuer will provide, without charge, to each person to whom a copy of this Information Memorandum has been delivered, upon the written request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Written requests for such documents should be directed to the Issuer at its registered offices set out at the end of this Information Memorandum.

Investors should review, amongst other things, the documents which are deemed to be incorporated by reference in this Information Memorandum when deciding whether or not to subscribe for, purchase or otherwise deal in any Debt Instruments or any rights in respect of any Debt Instruments.

References to website addresses

Any references to a website address in this Information Memorandum are provided for reference only. The contents of any such website, which may be amended or supplemented from time to time, do not constitute part of this Information Memorandum and are not incorporated by reference into, and does not form part of, this Information Memorandum.

Intending purchasers to make independent investment decision and obtain professional advice

This Information Memorandum contains only summary information concerning the Issuer, the Programme and the Debt Instruments. Neither the information contained in this Information Memorandum, nor any other information supplied in connection with the Programme or the issue of any

Debt Instruments (1) is intended to provide the basis of any credit or other evaluation in respect of the Issuer or any Debt Instruments and should not be considered or relied on as a recommendation or a statement of opinion (or a report of either of those things) by any of the Issuer or any Programme Participant Party that any recipient of this Information Memorandum (or any other information supplied in connection with the Programme or the issue of any Debt Instruments) should subscribe for, purchase or otherwise deal in any Debt Instruments or any rights in respect of any Debt Instruments or (2) describes all of the risks of an investment in any Debt Instruments.

Each investor contemplating subscribing for, purchasing or otherwise dealing in any Debt Instruments or any rights in respect of any Debt Instruments under the Programme should:

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the Conditions of the Debt Instruments, the rights and obligations attaching to the Debt Instruments and the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer and the risks of an investment in any Debt Instruments;
- determine for themselves the sufficiency and relevance of the information contained in this Information Memorandum (including all information incorporated by reference and forming part of this Information Memorandum) and any other information supplied in connection with the Programme or the issue of any Debt Instruments, and must base their investment decision solely upon their independent assessment and such investigations as they consider necessary; and
- consult their own financial, legal, tax or other professional advisers about the risks associated with an investment in any Debt Instruments and the suitability of investing in the Debt Instruments in light of their particular circumstances.

No accounting, regulatory, investment, legal, tax or other professional advice is given in respect of the legal or taxation treatment of investors or purchasers in connection with an investment in any Debt Instruments or rights in respect of them and each investor is advised to consult its own professional adviser.

In particular, if any financial product advice is, in fact, held to have been given by the Issuer in relation to the Debt Instruments issued, it is general advice only. The Issuer does not hold an Australian financial services licence and is not licensed to provide financial product advice in relation to the Debt Instruments. No cooling-off regime applies to investors of Debt Instruments.

Currency of information

The information contained in this Information Memorandum is prepared as of its Preparation Date (as defined below). Neither the delivery of this Information Memorandum nor any offer, issue or sale made in connection with this Information Memorandum at any time implies that the information contained in it is correct or that there has not been any change (adverse or otherwise) in the financial conditions or affairs of the Issuer at any time subsequent to the Preparation Date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the Preparation Date. In particular, the Issuer is not under any obligation to the holders of any Debt Instruments to update this Information Memorandum at any time after an issue of Debt Instruments.

In this Information Memorandum, “**Preparation Date**” means in relation to:

- this Information Memorandum, the date indicated on its face or, if the Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement;
- any reports and financial statements incorporated by reference in this Information Memorandum, the date up to, or as at, the date on which the reports and statements relate; and
- any other item of information which is incorporated by reference in this Information Memorandum, the date indicated in that information as being its date of release or effectiveness.

Agency and distribution

Each of the Programme Participants is acting solely as an arm's length contractual counterparty and not as an adviser or fiduciary to the Issuer or any recipient of this Information Memorandum in connection with the Debt Instruments. Furthermore, neither the receipt of this Information Memorandum or any other material relating to the Programme or the issue of any Debt Instruments by any person nor any other matter shall be deemed to create or give rise to an advisory or fiduciary duty (or any other duty) or relationship between a Programme Participant and that person (including, without limitation, in respect of the preparation and due execution of the documents in connection with the Programme or any Debt Instruments and the power, capacity or authorisation of any other party to enter into and execute such documents).

The Programme Participant Parties are involved in a wide range of financial services and businesses including securities trading and brokerage activities and providing commercial and investment banking, investment management, corporate finance, credit and derivative, trading and research products and services, out of which conflicting interests or duties may arise. In the ordinary course of these activities, the Programme Participant Parties or the funds which they manage or advise or the funds within which they may have a direct or indirect interest, may from time to time have long or short positions in, or buy and sell (on a principal basis or otherwise), or have pecuniary or other interests in, or act as a market maker in, the Debt Instruments or securities, derivatives, commodities, futures or options identical or related to the Debt Instruments and may trade or otherwise effect transactions, for its own account or the accounts of investors or any other party that may be involved in the issue of the Debt Instruments or the Programme. The Programme Participant Parties may receive fees, brokerage and commissions and may act as a principal in dealing in any Debt Instruments.

The Issuer has agreed to pay the Arranger and the Agents fees for undertaking their respective roles and reimburse them for certain of their expenses incurred in connection with the Programme and the offer and sale of Debt Instruments.

The Issuer may also pay any Dealer or any other person a fee in respect of the Debt Instruments subscribed by it and has agreed to reimburse the Dealers for certain of their expenses incurred in connection with the Programme and indemnify the Dealers against certain liabilities in connection with the offer and sale of the Debt Instruments.

No offer

This Information Memorandum does not, and is not intended to, constitute an offer or invitation by or on behalf of the Issuer, the Programme Participant Parties to any person in any jurisdiction to subscribe for, purchase or otherwise deal in any Debt Instruments.

Selling restrictions and no disclosure

The distribution and use of this Information Memorandum, including any Supplement, and any advertisement or other offering material, and the offer or sale of Debt Instruments may be restricted by law in certain jurisdictions and intending purchasers and other investors should inform themselves about them and observe any such restrictions.

In particular:

- this Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act. Neither this Information Memorandum nor any other disclosure document in relation to the Debt Instruments has been, or will be, lodged with the Australian Securities and Investment Commission ("**ASIC**") or any other government agency in Australia; and
- no action has been taken by the Issuer or any Programme Participant Party which would permit an offering of the Debt Instruments or distribution of this Information Memorandum (including any Supplement) and any advertisement or other offering material relating to the Debt Instruments in any jurisdiction where action for that purpose is required (including circumstances that would require disclosure under Parts 6D.2 or 7.9 of the Corporations Act).

For a description of certain restrictions on offers, sales and deliveries of the Debt Instruments, and on distribution of this Information Memorandum, any Supplement or other offering material relating to the Debt Instruments, see the section entitled “*Selling Restrictions*” below.

Neither the Issuer nor any Programme Participants represents that this Information Memorandum may be lawfully distributed, or that any Debt Instruments may be lawfully offered in compliance with any applicable registration or other requirements in any jurisdiction, or under an exemption available in such jurisdiction, or assume any responsibility for facilitating any such distribution or offering.

A person may not (directly or indirectly) offer for subscription or purchase or issue an invitation to subscribe for or buy Debt Instruments, nor distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Debt Instruments except if the offer or invitation, or distribution or publication, complies with all applicable laws and directives.

No authorisation

No person has been authorised to give any information or make any representations not contained in or consistent with this Information Memorandum in connection with the Issuer, any of its affiliates, the Programme or the issue or sale of the Debt Instruments and, if given or made, such information or representation must not be relied on as having been authorised by the Issuer or any Programme Participant Party.

References to credit ratings

References to a credit rating may be made in this Information Memorandum or in a Supplement. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency. Each rating should be evaluated independently of any other rating.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

Currencies

All references in this Information Memorandum to “**A\$**” or “**Australian dollars**” are to the lawful currency of Australia and all references to “**KRW**”, “**Won**” or “**Korean Won**” are to the lawful currency of Korea.

IMPORTANT – PROHIBITION OF SALES TO EEA RETAIL INVESTORS

The Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “**PRIPs Regulation**”) for offering or selling the Debt Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

IMPORTANT – PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law of the UK by virtue of EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law of the UK by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Debt Instruments or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MiFID II Product Governance / Target Market

The Supplement in respect of any Debt Instruments may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Debt Instruments and which channels for distribution of the Debt Instruments are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Debt Instruments is a manufacturer in respect of such Debt Instruments, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR Product Governance / Target Market

The Supplement in respect of any Debt Instruments may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Debt Instruments and which channels for distribution of the Debt Instruments are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Debt Instruments is a manufacturer in respect of such Debt Instruments, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore

Unless otherwise stated in the Supplement in respect of any Debt Instruments, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time) (“**SFA**”)), that the Debt Instruments to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Summary of the Programme

The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Debt Instruments, the applicable Conditions and any applicable Supplement.

A term used below but not otherwise defined has the meaning given to it in the Conditions. A reference to a “Supplement” does not limit the provisions or features of this Programme which may be supplemented, amended, modified or replaced by a Supplement in relation to a particular Tranche or Series of Debt Instruments.

Issuer:	Industrial Bank of Korea
Description:	A non-underwritten debt issuance programme under which, subject to applicable laws and directives, the Issuer may issue Debt Instruments in the Australian domestic capital market.
Programme Limit:	<p>A\$2,000,000,000</p> <p>The Programme Limit may be increased by the Issuer from time to time in accordance with the provisions of the Amended and Restated Dealer Agreement for the Programme dated 11 February 2025 (“Dealer Agreement”).</p>
Arranger:	Mizuho Securities Asia Limited
Dealers:	<p>Australia and New Zealand Banking Group Limited J.P. Morgan Securities plc Mizuho Securities Asia Limited</p> <p>Details of the Arranger’s and Dealers’ Australian Business Numbers (“ABN”) and Australian financial services licence numbers are set out in the Directory.</p> <p>Additional Dealers may be appointed from time to time by the Issuer in accordance with the Dealer Agreement for any Tranche of Debt Instruments or to the Programme generally. The Issuer may also issue Debt Instruments directly to purchasers or investors (as applicable) procured by it.</p>
Registrar:	<p>Computershare Investor Services Pty Limited (ABN 48 078 279 277) and any other persons appointed by the Issuer to establish and maintain a Register (as defined below) on the Issuer’s behalf from time to time.</p> <p>A Registrar (or another person) may also provide issue and paying agency (“I&P Agent”) services with respect to each Series or Tranche of Debt Instruments.</p>
Calculation Agents:	If a Calculation Agent is required for the purpose of calculating any amount or making any determination in respect of a Series or Tranche of Debt Instruments, that appointment will be notified in the relevant Supplement. The Issuer may terminate the appointment of the Calculation Agent, appoint additional or other Calculation Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed the calculation of interest, principal and other payments in respect of Debt Instruments will be made by the Issuer.

Agent:	Each Registrar, I&P Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to a Series or Tranche of Debt Instruments. Details of each appointment will be notified in the relevant Supplement.
Programme Term:	The Programme continues until terminated by the Issuer giving 30 days' notice to the then current Dealers or earlier by agreement between the Issuer, the Arranger and the then current permanent Dealers.
Form of Debt Instruments:	<p>Debt Instruments issued by the Issuer will be in registered uncertificated form. They will be debt obligations of the Issuer which are constituted by, and owing under, the Debt Instrument Deed Poll dated 4 May 2010 (as amended and/or supplemented from time to time) or such other deed poll executed by the Issuer ("Debt Instrument Deed Poll").</p> <p>Debt Instruments will take the form of entries in a register maintained by the Registrar.</p> <p>Debt Instruments may bear interest at a fixed or floating rate, be issued at a discount or premium to the face value or otherwise bear interest which is calculated by a formula or an index as specified in the relevant Supplement. The Debt Instruments of any Series may be described as "MTNs", "Bonds", "Instruments", "Debt Instruments", "FRNs", "Zero Coupon Debt Instruments", "Subordinated Debt Instruments" or by any other marketing name specified in the relevant Supplement.</p>
Method of Issue:	The Debt Instruments may be issued on a syndicated or non-syndicated basis.
Interest Periods and Interest Rates:	The length of the interest periods and the applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series as specified in the relevant Supplement. Debt Instruments may have a maximum rate of interest, a minimum rate of interest or both.
Status and ranking:	<p>The Senior Debt Instruments will constitute direct, unconditional, unsubordinated and (subject to Condition 5 ("Negative pledge")) unsecured obligations of the Issuer which will rank at least <i>pari passu</i> among themselves and at least <i>pari passu</i> with all other present and future unsecured (subject to Condition 5 ("Negative pledge")) and unsubordinated obligations of the Issuer save for such as may be preferred by mandatory provisions of applicable law.</p> <p>Subordinated Debt Instruments will be direct, general, unsecured and subordinated obligations of the Issuer. The rights of holders of Subordinated Debt Instruments will be subordinated in right of payment in the manner provided in Condition 4.3 ("Subordination").</p>
Tenor:	There is no minimum or maximum tenor and each Series or Tranche of Debt Instruments will have the tenor specified in the applicable Supplement.
Currencies:	<p>Australian dollars. Subject to any applicable legal or regulatory requirements, Debt Instruments may also be denominated in any other freely transferable and freely convertible currency as may be agreed between the Issuer and the relevant Dealer.</p> <p>Payments in respect of Debt Instruments may be made in, or limited to, a currency or currencies other than the currency in which the Debt Instruments are denominated, all as set out in the applicable Supplement.</p>

Issue Price:	Debt Instruments may be issued on a fully-paid or partly paid basis and at an issue price which is at par or at a discount to, or premium over, par as specified in the applicable Supplement.
Settlement Price:	As specified in the applicable Supplement, or as otherwise agreed between the Issuer and the relevant purchasing Dealer(s).
Issuance in Series:	<p>Debt Instruments will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Debt Instruments of each Series will all be subject to identical terms, except that the issue date, issue price and interest commencement date may be different in respect of different Tranches of a Series. The Debt Instruments of each Series are intended to be fungible with other Debt Instruments of that Series.</p> <p>However, in certain circumstances, Debt Instruments of a particular Tranche may not be, nor will they become, fungible with Debt Instruments of any other Tranche or Tranches forming part of the same Series until a specified time following their issue, as described in the applicable Supplement.</p>
Denominations:	Debt Instruments will be issued in the single denomination as specified in the applicable Supplement.
Title:	<p>Entry of the name of the person in the Register in respect of a Debt Instrument constitutes the obtaining and passing of title and it is conclusive evidence that the person so entered is the absolute owner of the Debt Instruments subject to correction for fraud or error. Title to those Debt Instruments passes when details of the transfer are entered in the Register.</p> <p>Debt Instruments held in the Austraclear System (as defined below) will be registered in the name of Austraclear Ltd (ABN 94 002 060 773) ("Austraclear"). Title to Debt Instruments held in a Clearing System (as defined below) will be determined in accordance with the rules and regulations of that Clearing System.</p>
Clearing System:	<p>The Issuer intends that Debt Instruments will be transacted within a Clearing System.</p> <p>The Issuer intends to apply to Austraclear for approval for the Debt Instruments to be traded on the settlement system operated by Austraclear ("Austraclear System"). Upon approval by Austraclear, the Debt Instruments will be traded through Austraclear in accordance with the rules and regulations of the Austraclear System. Such approval by Austraclear is not a recommendation or endorsement by Austraclear of such Debt Instruments. The rights of a holder of interests in a Debt Instrument held through the Austraclear System are subject to the rules and regulations of the Austraclear System.</p> <p>Interests in Debt Instruments traded in the Austraclear System may be held for the benefit of the settlement system operated by Euroclear Bank SA/NV ("Euroclear"), the settlement system operated by Clearstream Banking, S.A. ("Clearstream, Luxembourg") or any other clearing system outside Australia specified in the relevant Supplement (the Austraclear System, Euroclear and Clearstream, Luxembourg and any other clearing system so specified in the relevant Supplement, each a "Clearing System").</p> <p>In these circumstances, entitlements in respect of holdings of interests in Debt Instruments in Euroclear would be held in the Austraclear System by a nominee of Euroclear (currently, HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in Debt</p>

Instruments in Clearstream, Luxembourg would be held in the Austraclear System by a nominee of Clearstream, Luxembourg (currently, BNP Paribas, Australia Branch).

The rights of a holder of interests in a Debt Instrument held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, Luxembourg, the terms and conditions of agreements between Euroclear and Clearstream, Luxembourg and their respective nominee and the rules and regulations of the Austraclear System. In addition, any transfer of interests in a Debt Instrument, which is held through Euroclear or Clearstream, Luxembourg will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act and the requirements for minimum consideration as set out in the Conditions.

The Issuer is not responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.

Transfer procedure: Debt Instruments may only be transferred in whole and in accordance with the Conditions.

Unless otherwise specified in an applicable Supplement, Debt Instruments may only be transferred if:

- (a) in the case of Debt Instruments to be transferred in or into Australia:
 - (A) the offer or invitation giving rise to the transfer is for an aggregate consideration of at least A\$500,000 (or its equivalent in an alternative currency, and in either case, disregarding moneys lent by the transferor or its associates to the transferee);
 - (B) the offer or invitation for the transfer of the Debt Instruments does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and
 - (C) the transfer is not to a “retail client” for the purposes of section 761G of the Corporations Act; and
- (b) at all times, the transfer complies with all applicable laws and directives of the jurisdiction where the transfer takes place.

The Debt Instruments may only be offered, sold, transferred and/or delivered in, or into, Australia in compliance with Banking exemption No. 1 of 2018 dated 21 March 2018 promulgated by the Australian Prudential Regulation Authority as if it applied to the Issuer *mutatis mutandis* (and which, as at the date of this Information Memorandum, requires all offers and transfers of any parcels of Debt Instruments to be for a minimum consideration of at least A\$500,000).

Interests in respect of Debt Instruments held in a Clearing System are transferable only in accordance with the rules and regulations of the relevant Clearing System.

Negative pledge: Unsubordinated Debt Instruments will contain a negative pledge as further described in Condition 5 (“Negative pledge”).

Action following an Event of Default:	<i>With respect to unsubordinated Debt Instruments, if an Event of Default occurs and is continuing in relation to those Debt Instruments, then Holders who alone or together hold at least 25% in nominal amount of the Debt Instruments then outstanding may, by written notice to the Issuer at the office of the Registrar declare that the Debt Instruments are, and they shall thereupon become, immediately due and repayable, at their Early Redemption Amount (as defined in the Conditions), together with accrued interest (if any).</i>
Governing law:	The Debt Instruments, and all related documents, will be governed by the laws in force in New South Wales, Australia except that, Condition 4.2 (“Status of Subordinated Debt Instruments”) and Condition 4.3 (“Subordination”) shall be governed by, and construed in accordance with, the relevant laws in force in Korea.
Use of proceeds:	<p>The net proceeds from the issue of Debt Instruments will be used by the Issuer for its general corporate purposes. If, in respect of a particular issue, there is a particular identified use of proceeds, this will be stated in the relevant Supplement.</p> <p>In addition, where it is stated in the relevant Supplement that the Issuer will allocate the net proceeds from the issuance of the Debt Instruments to finance and/or refinance new and/or existing loans extended to entities or projects that fall within the eligible categories in accordance with the Issuer’s Sustainability Financing Framework, the net proceeds from such Debt Instruments will, as at the Issue Date, be intended to be used as so described.</p>
Redemption:	<p>Debt Instruments may be redeemed before their stated maturity as described in the Conditions and/or the applicable Supplement.</p> <p>Debt Instruments held in a Clearing System will be redeemed through that Clearing System in a manner consistent with the rules and regulations of that Clearing System.</p>
Payments and Record Date:	<p>Payments will be made to the persons whose names are entered in the Register as at the close of business in the place where the Register is maintained on the relevant Record Date or in the case of principal, on its relevant payment date. The Record Date is the eighth calendar day before a payment date, or, any other date so specified in the relevant Supplement.</p> <p>Payments to persons who hold interests or rights in respect of any Debt Instruments held in a Clearing System will be made by transfer to their relevant account in accordance with the rules and regulations of the relevant Clearing System.</p>
Credit rating:	<p>Debt Instruments to be issued under the Programme may be rated by one or more rating agencies. The credit rating of an individual Tranche or Series of Debt Instruments will be specified in the relevant Supplement for those Debt Instruments (or another supplement to this Information Memorandum).</p> <p><i>A credit rating is not a recommendation to buy, sell or hold Debt Instruments and is subject to variation, suspension or withdrawal at any time by the assigning organisation. Each credit rating should be evaluated independently of any other credit rating.</i></p> <p><i>Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a person in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is</i></p>

otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.

Republic of Korea
withholding tax:

All payments with respect to the Debt Instruments will be made free and clear of withholding or deduction for or on account of any taxes or other charges imposed by any governmental authority or agency in Korea or any political subdivision thereof or therein having power to tax, except as provided in Condition 13 ("Taxation").

Australian and Korean
taxation:

A brief overview of the Australian and Korean taxation treatment of payments of interest on the Debt Instruments and of FATCA and the Common Reporting Standard is set out under the section entitled "*Taxation*" below.

Investors should obtain their own taxation and other applicable advice regarding the taxation and other fiscal status of investing in Debt Instruments.

Selling restrictions:

The offer, sale, transfer and delivery of Debt Instruments and the distribution of this Information Memorandum and other material in relation to the Debt Instruments are subject to such restrictions as may apply in any jurisdiction in which the Debt Instruments may be offered, sold or transferred in connection with the offering and sale of a particular Tranche of Debt Instruments.

In particular, restrictions on the offer or sale of the Debt Instruments in Australia, the UK, the United States, Hong Kong, Japan, Singapore, Korea, Taiwan and a prohibition of sales to EEA and UK retail investors are set out in the section entitled "*Selling Restrictions*" below.

Restrictions on the offer, sale and/or distribution of Debt Instruments may also be set out in the relevant Supplement.

Listing:

An application may be made for the Issuer to be admitted to the official list of, and/or Debt Instruments of a particular Series to be quoted on, the Australian Securities Exchange operated by ASX Limited (ABN 98 009 624 691) ("**Australian Securities Exchange**") or another stock exchange (in accordance with applicable laws and directives). The relevant Supplement in respect of the issue of any Tranche of Debt Instruments will specify whether or not such Debt Instruments will be listed, quoted and/or traded on any stock or securities exchange.

Investors to obtain independent advice with respect to investment and other risks:

An investment in Debt Instruments issued under the Programme involves certain risks. This Information Memorandum does not describe the risks of an investment in any Debt Instruments, risks related to the Issuer or otherwise. Prospective investors or purchasers should consult their own financial, legal, tax and other professional advisers about risks associated with an investment in any Debt Instruments and the suitability of investing in the Debt Instruments in light of their particular circumstances.

The Issuer

Overview

The Industrial Bank of Korea ("**Issuer**" or "**Bank**") was established in 1961 pursuant to the Industrial Bank of Korea Act of Korea ("**IBK Act**") by the Korean government to provide development finance and related banking services to small- and medium-sized enterprises ("**SMEs**") in Korea. As a specialised bank serving the public policy objectives of the Korean government, the Bank also seeks to maintain an overall level of profitability that will enable it to strengthen its equity base and support growth in the volume of its business. Under the IBK Act, the Bank is treated as a special juridical entity and thus is not subject to certain laws regulating the banking activities of commercial banks.

Until 1994, the Bank's entire issued share capital was held by the Korean government. Pursuant to the amendments to the IBK Act that were effected in November 1997, the Korean government's minimum share ownership requirement was repealed to permit the Bank to increase its capital base. As of 31 December 2023, the Korean government directly held 59.5% and indirectly held 9.0% of the Bank's common shares.

The Bank's common shares are currently listed on the Korea Stock Exchange. The Bank also issued global depository receipts which represent the Bank's ordinary shares and these are listed on the Luxembourg Stock Exchange.

Relationship with the Korean Government

The Korean government, under the IBK Act, is generally responsible for the Bank's operations and has the ability to exercise control over the Issuer's management, policies and operations, irrespective of the level of its ownership. The Korean government's determination each fiscal year regarding the amount of financial support to extend to the Bank, in the form of loans, guarantees or contributions to capital, and the broad areas of the economy to which the Bank should lend, plays an important role in determining the Bank's lending capacity and policy. Pursuant to the IBK Act, the Korean government is legally obligated to replenish any deficit that arises if the Bank's reserves are insufficient to cover any of its annual net losses. In light of this provision, if the Bank has insufficient funds to make payment under any of its obligations, the Korean government would take appropriate steps by contributing capital, allocating funds or by taking other appropriate action to enable the Bank to make such payment when due. This does not, however, constitute a direct guarantee by the Korean government of the Bank's obligations.

The Korean government also provides direct and indirect financial support for the Bank's financing activities. The Korean government lends funds, including through the Bank of Korea and other governmental entities, to the Bank for it to re-lend. Under the IBK Act, the Bank is the only financial institution in Korea that may borrow Korean government funds for the benefit of SMEs and issue Small and Medium Industry Finance Bonds (the "**SMIF Bonds**").

The Bank is subject to the authority and review of the Financial Supervisory Commission of Korea ("**FSC**"), which has direct authority under the IBK Act to supervise the Bank and review the Bank's operations, and the National Assembly of Korea, which reviews and inspects the Bank's operations in September of each year.

Small- and Medium-sized Enterprise Banking

SME banking has been and will remain the Bank's core business. The Bank provides a full range of banking services to SMEs, including extending loans and discounting bills, underwriting debt and equity securities issued by SMEs, issuing payment guarantees and letters of credit, trade financing, foreign exchange services and payment remittances.

Retail Banking

The Bank provides deposit, loan, money transfer and other services to retail customers, comprising individuals and households and to other non-SMEs, which consist primarily of local governments and non-profit organisations. The Bank also offers various types of deposit accounts, each targeting the needs of customers with varying financial profiles, including time deposits, demand deposits, savings deposits, and certificates of deposits.

Private Banking Operations

The Bank's private banking operations currently aim to service its high net worth retail customers. Through its private bankers, the Bank provides financial and real estate advisory services to its high net worth retail customers. It also markets differentiated investment and banking products and services to these segments, including beneficiary certificates, overseas mutual fund products, specialised bank accounts and credit cards.

Credit Cards

The Bank offers revolving credit cards on a limited basis to select customers with superior credit. The Bank uses an internally developed application scoring system to assess the credit risk of credit applicants.

Trust Account Management

The Bank provides trust account management services in respect of assets deposited in trust by its customers. Trust funds managed by the Bank consist primarily of money trusts and, to a lesser extent, investment trusts.

International Banking

The Bank currently provides a full range of international banking services targeting primarily SMEs. The Bank offers a range of international transactions including money transfers, trade services, funding, foreign currency deposits/ loans, correspondent banking, overseas branch management and comprehensive advisory services, derivatives transactions, as well as various financial transactions, including among others, issues of asset-backed securities, mergers and acquisitions, establishment and operation of private equity funds, international investments, venture financing and project financing.

Bancassurance

The term "bancassurance" generally refers to the marketing and sale by commercial banks of insurance products developed by them directly or by third-party insurance companies. The Bank currently markets a wide range of life- and non-life-bancassurance products developed by third-party insurance companies and its wholly-owned subsidiary, IBK Insurance. The Bank plans to offer a range of bancassurance products, including additional specialised and exclusive bancassurance products.

Retirement and Pension Insurance

The Bank provides retirement and pension insurance products through its wholly-owned subsidiary, IBK Insurance, which it established in July 2010. IBK Insurance seeks to become a leading insurance company in Korea that specialises in retirement and pension insurance products by utilising the Bank's distribution and marketing network and large customer base of SMEs.

Additional information

Each prospective purchaser is hereby offered the opportunity, prior to purchasing any Debt Instruments, to ask questions of and receive answers from the Bank concerning the terms and conditions of the offering and to obtain additional relevant information, to the extent the Bank possesses the same or can acquire or provide it without unreasonable effort or expense. To ask such questions or request additional information, please contact:

Industrial Bank of Korea
Attention: International Finance Team of Treasury Department
79, Eulji-ro
Jung-gu
Seoul 04541
Republic of Korea
Email: ibktreasury@ibk.co.kr

Annual reports and interim financial statements of the Issuer are available on its website at <https://global.ibk.co.kr/>. Copies of such annual reports and interim financial statements may also be obtained from the Issuer at the address above. Unless otherwise expressly incorporated by reference herein, the information contained on the website does not form part of, and is not incorporated by reference into, this Information Memorandum.

Conditions of the Debt Instruments

The following are the conditions which, as supplemented, amended, modified or replaced by the applicable Supplement, apply to each Debt Instrument constituted by the Debt Instrument Deed Poll (“Conditions”). References to the “Supplement” in these conditions do not limit the provisions which may be supplemented, amended, modified or replaced by the Supplement in relation to a particular Series of Debt Instruments. Each Holder, and each person claiming through or under each such Holder, is bound by and is deemed to have notice of, the Information Memorandum, the provisions of the Deed Poll and these Conditions (including any Supplement).

Part 1 Introduction

1 Interpretation

1.1 Definitions

In these Conditions the following expressions have the following meanings:

Additional Amount means an additional amount payable by the Issuer under Condition 13.2 (“Withholding tax”);

Agency Agreement means:

- (a) the agreement entitled “Registrar and Paying Agency Services Agreement” dated 4 May 2010 between the Issuer and the Registrar in relation to the Debt Instruments;
- (b) any other agreement between the Issuer and the Registrar specified in the Supplement; and
- (c) any other agency agreement entered into by the Issuer in relation to an issue of Debt Instruments;

Agent means the Registrar, the Calculation Agent and any additional agent appointed under an Agency Agreement;

Amortised Face Amount means, in relation to a Debt Instrument, an amount equal to the sum of:

- (a) the issue price specified in the Supplement; and
- (b) the amount resulting from the application of the amortisation yield specified in the Supplement (compounded annually) to the issue price (as specified in the Supplement) from (and including) the Issue Date specified in the Supplement to (but excluding) the date fixed for redemption or (as the case may be) the date the Debt Instrument becomes due and repayable.

If the calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year must be made on the basis of the Day Count Fraction specified in the Supplement;

Austraclear means Austraclear Ltd (ABN 94 002 060 773);

Austraclear Regulations means the regulations known as the “Austraclear Regulations”, together with any instructions or directions, (as amended or replaced from time to time) established by Austraclear to govern the use of the Austraclear System and binding on the participants in that system;

Austraclear System means the clearing and settlement system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants of the system;

Bankruptcy Event means a court of competent jurisdiction in Korea having adjudicated the Issuer to be bankrupt pursuant to the provisions of the Debtor Rehabilitation and Bankruptcy Law or any successor legislation thereto;

Business Day means:

- (a) a day on which banks are open for general banking business in Sydney, Seoul and in each other (if any) Relevant Financial Centre specified in the Supplement (not being a Saturday, Sunday or public holiday in Sydney, Seoul or each other (if any) such place); and
- (b) if a Debt Instrument to be held in a Clearing System is to be issued or a payment is to be made in respect of a Debt Instrument held in a Clearing System on that day, a day on which each Clearing System in which the relevant Debt Instrument is lodged is operating;

Business Day Convention means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following conventions, where specified in the Supplement in relation to any date applicable to any Debt Instrument, have the following meanings:

- (a) **Floating Rate Convention** means that the date is postponed to the next following day which is a Business Day unless that day falls in the next calendar month, in which event:
 - (i) that date is brought forward to the first preceding day that is a Business Day; and
 - (ii) each subsequent Interest Payment Date is the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the Supplement after the preceding applicable Interest Payment Date occurred;
- (b) **Following Business Day Convention** means that the date is postponed to the first following day that is a Business Day;
- (c) **Modified Following Business Day Convention or Modified Business Day Convention** means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day;
- (d) **Preceding Business Day Convention** means that the date is brought forward to the first preceding day that is a Business Day; and
- (e) **No Adjustment** means that the relevant date must not be adjusted in accordance with any Business Day Convention.

If no convention is specified in the Supplement, the Following Business Day Convention applies. Different conventions may be specified in relation to, or apply to, different dates;

Calculation Agent means, in respect of a Debt Instrument the Registrar or any other person appointed by the Issuer under an Agency Agreement and specified in the Supplement as the party responsible for calculating the Interest Rate and other amounts required to be calculated under these Conditions;

Clearing System means:

- (a) the Austraclear System; or
- (b) any other clearing system specified in the Supplement;

Corporations Act means the Corporations Act 2001 of Australia;

Day Count Fraction means, in respect of the calculation of an amount for any period of time (from and including the first day of such period to but excluding the last day) ("**Calculation Period**"), such day count fraction as may be specified in these Conditions or in the Supplement and:

- (a) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365; and
- (b) if "**RBA Bond Basis**" or "**Australian Bond Basis**" is so specified, means one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
 - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365));

Debt Instrument means a medium term debt obligation issued or to be issued by the Issuer which is constituted by, and owing under the Debt Instrument Deed Poll and the details of which are recorded in, and evidenced by, entry in, the Register. A Debt Instrument may either be a Senior Debt Instrument or a Subordinated Debt Instrument. All references to Debt Instruments must, unless the context otherwise requires, be read and construed as references to the Debt Instruments of a particular Series;

Debt Instrument Deed Poll means:

- (a) the deed poll entitled "Debt Instrument Deed Poll" and dated 4 May 2010; and
- (b) such other deed poll that supplements, amends, restates, modifies or replaces the deed poll referred to above, or which is otherwise acknowledged in writing to be a deed poll for the purposes of the Programme,

and, in each case, executed by the Issuer;

Debtor Rehabilitation and Bankruptcy Law means the Debtor Rehabilitation and Bankruptcy Act of Korea;

Denomination means the notional face value of a Debt Instrument specified in the Supplement;

Early Redemption Amount means the early redemption amount specified in, or determined in accordance with, the Supplement;

Event of Default means an event so described in Condition 15 ("Events of Default");

Extraordinary Resolution has the meaning given in the Meetings Provisions;

FATCA means:

- (a) sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction;

Fixed Rate Debt Instrument means a Debt Instrument on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on any other dates as specified in the Supplement;

Floating Rate Debt Instrument means a Debt Instrument on which interest is calculated at a floating rate payable 1, 2, 3, 6, or 12 monthly or in respect of any other period or on any date specified in the Supplement;

Foreign Event means in any jurisdiction other than Korea, the Issuer having become subject to bankruptcy, rehabilitation or other equivalent proceedings pursuant to any applicable law of any jurisdiction other than Korea;

FSS means the Financial Supervisory Service of Korea (and including any other applicable or replacement regulatory authority in Korea);

Group means the Issuer, its Holding Company (if any) and the subsidiaries of the Issuer or any such Holding Company for the time being;

Holder means, in respect of a Debt Instrument, each person whose name is entered in the Register as the holder of that Debt Instrument.

For the avoidance of doubt, where a Debt Instrument is held in a Clearing System, references to a Holder include the operator of that system or a nominee for that operator or a common depository for one or more Clearing Systems (in each case acting in accordance with the rules and regulations of the Clearing System or Systems);

Holding Company of a company or corporation shall be construed as a reference to any company or corporation of which the first-mentioned company or corporation is a Subsidiary;

Index Linked Debt Instrument means a Debt Instrument in respect of which the amount payable in respect of interest is calculated by reference to an index or a formula or both as specified in the Supplement;

Index Linked Redemption Debt Instrument means a Debt Instrument in respect of which the amount payable in respect of principal is calculated by reference to an index or a formula or both as specified in the Supplement;

Information Memorandum means, in respect of a Debt Instrument:

- (a) the Information Memorandum dated 11 February 2025 or the then latest information memorandum which replaces that document; or
- (b) the information memorandum or other offering document referred to in the Supplement,

in each case prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of that Debt Instrument and all documents incorporated by reference in it, including any applicable Supplement and any other amendments or supplements to it;

Instalment Amounts has the meaning given in the Supplement;

Instalment Debt Instrument means a Debt Instrument which is redeemable in one or more instalments, as specified in the Supplement;

Interest Cancellation Period means any of the following:

- (a) the period during which any measure as set out in Article 97 of the Regulation on Supervision of Banking Business has been imposed by the Financial Services Commission of Korea (the “FSC”) against the Issuer and is pending; or
- (b) the period during which “emergency measures” have been imposed by the FSC or its chairman against the Issuer pursuant to Article 38 of the Regulation on Supervision of Banking Business and are pending;

Interest Commencement Date means, for a Debt Instrument, the Issue Date of the Debt Instrument or any other date so specified in the Supplement;

Interest Determination Date means each date so specified in, or determined in accordance with, the Supplement;

Interest Payment Date means each date so specified in, or determined in accordance with, the Supplement (and adjusted, if necessary, in accordance with the applicable Business Day Convention so specified in the Supplement);

Interest Period means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date;

Interest Rate means, for a Debt Instrument, the interest rate (expressed as a percentage per annum) payable in respect of that Debt Instrument specified in the Supplement or calculated or determined in accordance with these Conditions and the Supplement;

Issue Date means, in respect of a Debt Instrument, the date on which a Debt Instrument is, or is to be issued, as specified in, or determined in accordance with, the Supplement;

Issuer means Industrial Bank of Korea;

Korean Business Day means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business in Seoul, Korea;

Liquidation Event shall mean the liquidation process of the Issuer having commenced by any reason other than a Bankruptcy Event or Rehabilitation Event pursuant to the Korean Commercial Code or other applicable laws;

Margin means the margin specified in, or determined in accordance with, the Supplement;

Maturity Date means, in respect of a Debt Instrument, the date so specified in, or determined in accordance with, the Supplement as the date on which the Debt Instrument is to be redeemed (and adjusted, if necessary, in accordance with the applicable Business Day Convention so specified in the Supplement);

Meetings Provisions means the provisions relating to meetings of Holders set out in the schedule to the Debt Instrument Deed Poll;

Partly Paid Debt Instrument means a Debt Instrument in relation to which the initial subscription moneys are payable to the Issuer in two or more instalments;

Record Date means, the close of business in the place where the Register is maintained on the eighth calendar day before the payment date or any other date so specified in the Supplement;

Redemption Amount means:

- (a) for a Debt Instrument (other than a Zero Coupon Debt Instrument or a Structured Debt Instrument), the outstanding principal amount as at the date of redemption;
- (b) for a Zero Coupon Debt Instrument, the Amortised Face Amount calculated as at the date of redemption; and
- (c) for a Structured Debt Instrument, the amount determined by the Calculation Agent in the manner specified in the Supplement,

and also includes any final instalment and any other amount in the nature of a redemption amount specified in, or determined in accordance with, the Supplement or these Conditions;

Reference Banks means the institutions so described in the Supplement or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

Reference Rate has the meaning given in the Supplement;

Register means the register, including any branch register, of holders of Debt Instruments established and maintained by or on behalf of the Issuer under an Agency Agreement;

Registrar means Computershare Investor Services Pty Limited (ABN 48 078 279 277) or any other person appointed by the Issuer under an Agency Agreement to maintain the Register and perform any payment and other duties as specified in that agreement;

Regular Period means:

- (a) in the case of Debt Instruments where interest is scheduled to be paid only by means of regular payments, each Interest Period;
- (b) in the case of Debt Instruments where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls; and
- (c) in the case of Debt Instruments where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

Regulatory Event means:

- (a) with respect to any Series of Tier I Subordinated Debt Instruments, such Debt Instruments (after having qualified as such at the time of their issuance) will no longer qualify (in whole or in part) as additional Tier I capital of the Issuer under applicable Korean laws and regulations; or

- (b) with respect to any Series of Tier II Subordinated Debt Instruments, such Debt Instruments (after having qualified as such at the time of their issuance) will no longer qualify (in whole or in part) as Tier II capital of the Issuer under applicable Korean laws and regulations,

in the case of either paragraph (a) or (b) as a result of a change in or amendment to, or a change in the application or official interpretation of, such laws or regulations; provided, however, that such change or amendment was not pending or foreseeable at the time of issuance of such Debt Instruments;

Rehabilitation Event means a court of competent jurisdiction in Korea having adjudicated the Issuer to be subject to the rehabilitation proceedings pursuant to the provisions of the Debtor Rehabilitation and Bankruptcy Law or any successor legislation thereto;

Relevant Screen Page means:

- (a) the page, section or other part of a particular information service specified as the Relevant Screen Page in the Supplement; or
- (b) any other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

Relevant Tax Jurisdiction means Australia and Korea or, in either case, any political subdivision thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Debt Instruments;

Relevant Time has the meaning given in the Supplement;

Senior Debt Instrument means a Debt Instrument specified as such in the Supplement. All references to Senior Debt Instruments must, unless the context otherwise requires, be read and construed as references to the Senior Debt Instruments of a particular Series;

Senior Indebtedness of the Issuer shall mean:

- (a) in the case of Tier II Subordinated Debt Instruments, all deposits and other liabilities of the Issuer (other than the Tier II Obligations and the Tier 1 Obligations); and
- (b) in the case of Tier I Subordinated Debt Instruments, all deposits and other liabilities of the Issuer (other than the Tier I Obligations), all equity that constitutes Tier II capital of the Issuer under applicable Korean laws and regulations and any other obligations that rank or are expressed by their terms to rank senior to the Tier I Obligations;

Series means an issue of Debt Instruments made up of one or more Tranches all of which form a single Series and are issued on the same Conditions except that the Issue Price, Issue Date and Interest Commencement Date may be different in respect of different Tranches of a Series;

Specified Office means the office specified in the Information Memorandum or any other address notified to Holders from time to time;

Structured Debt Instrument means:

- (a) an Index Linked Debt Instrument;
- (b) an Index Linked Redemption Debt Instrument; or
- (c) an Instalment Debt Instrument;

Subordinated Debt Instrument means a Debt Instrument specified as such in the Supplement. A Subordinated Debt Instrument may be a Tier II Subordinated Debt Instrument or a Tier I Subordinated Debt Instrument as specified in the Supplement. All references to Subordinated Debt Instruments must, unless the context otherwise requires, be read and construed as references to the Subordinated Debt Instruments of a particular Series;

Subordination Event means any Bankruptcy Event, Liquidation Event, Rehabilitation Event or Foreign Event;

Subsidiary of a company or corporation shall be construed as a reference to any company or corporation:

- (a) which is controlled, directly or indirectly, by the first-mentioned company or corporation; or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (c) which is a subsidiary of another subsidiary of the first-mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

Supplement means, in respect of a Tranche, the pricing supplement specifying the relevant issue details in relation to that Tranche and which may be substantially in the form set out in the Information Memorandum, duly completed and signed by the Issuer;

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the net income of a Holder;

Tax Non-deductibility Event means, with respect to any Series of Tier I Subordinated Debt Instruments, the Issuer (after having been entitled to claim such a deduction at the time of issuance of such Debt Instruments) will no longer be entitled to claim a deduction in respect of interest paid on such Debt Instruments for purposes of Korean corporation tax under applicable Korean laws and regulations, as a result of a change in or amendment to, or a change in the application or official interpretation of, such laws or regulations; provided, however, that such tax non-deductibility cannot be avoided by the Issuer taking reasonable measures available to it;

Tier I Obligations has the meaning given in Condition 4.2(b)(i);

Tier I Subordinated Debt Instrument has the meaning given in Condition 4.2(b);

Tier II Obligations has the meaning given in Condition 4.2(a)(ii);

Tier II Subordinated Debt Instrument has the meaning given in Condition 4.2(a);

Trigger Event means the designation of the Issuer as an “insolvent financial institution” pursuant to the Act on the Structural Improvement of the Financial Industry of Korea;

Trigger Event Notice means the notice specifying that a Trigger Event has occurred, which shall be issued by the Issuer not more than two Korean Business Days after the occurrence of a Trigger Event to the holders of the Subordinated Debt Instruments, with copies to the Registrar and each other Agent for informational purposes, and which shall state in reasonable detail the date and nature of the relevant Trigger Event. Notwithstanding any provisions of Condition 20

("Notices") to the contrary, any such notice shall be effective as of the date of its issuance by the Issuer;

U.S.\$ means the lawful currency of the United States;

Tranche means an issue of Debt Instruments specified as such in the Supplement issued on the same Issue Date and on the same Conditions; and

Zero Coupon Debt Instrument means a Debt Instrument which does not carry entitlement to periodic payment of interest before the redemption date of the Debt Instrument and which is issued at a discount to its principal amount.

1.2 References to certain general terms

Unless the contrary intention appears, a reference in these Conditions to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) a document (including these Conditions) includes its annexures and schedules and any variation or replacement of or supplement to it;
- (c) "**law**" includes common law, principles of equity and any state or other law made by any parliament (and a statute or other law made by parliament includes federal, state or territory laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (d) a "**directive**" means a treaty, an official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply;
- (e) "**Australian dollars**" or "**A\$**" is a reference to the lawful currency of Australia;
- (f) "**KRW**", "**Won**" or "**Korean Won**" is a reference to the lawful currency of the Republic of Korea;
- (g) a time of day is a reference to Sydney time;
- (h) the word "**person**" includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (i) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (j) if a notice must be given within a certain period of days, the day on which the notice is given, and the day on which the thing is to happen, are not to be counted in calculating that period;
- (k) anything (including any amount) is a reference to the whole and each part of it; and
- (l) the words "**including**", "**for example**" or "**such as**" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 References to particular terms

Unless the contrary intention appears, in these Conditions:

- (a) a reference to the Registrar, the Calculation Agent or another Agent is a reference to the person so specified in the Supplement;

- (b) a reference to the Debt Instrument Deed Poll or an Agency Agreement is a reference to the Debt Instrument Deed Poll or an Agency Agreement applicable to the Debt Instruments of the relevant Series.
- (c) a reference to a Debt Instrument is a reference to a Debt Instrument of a particular Series issued by the Issuer specified in the Supplement;
- (d) a reference to a Holder is a reference to the holder of Debt Instruments of a particular Series;
- (e) if the Debt Instruments are Zero Coupon Debt Instruments or Structured Debt Instruments which do not bear interest, references to interest are not applicable; and
- (f) a reference to a particular date is a reference to that date adjusted in accordance with the applicable Business Day Convention (provided that in the case of Fixed Rate Debt Instruments only, such adjustment shall be for the purposes of payment but not accrual).

1.4 References to principal and interest

Unless the contrary intention appears, in these Conditions:

- (a) any reference to “**principal**” is taken to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 13 (“Taxation”), any premium payable in respect of a Debt Instrument, and any other amount in the nature of principal payable in respect of the Debt Instruments under these Conditions;
- (b) the principal amount of a Debt Instrument issued at a discount is to be taken as at any time to equal the lesser of:
 - (i) its Denomination; and
 - (ii) if specified in the Supplement, its Amortised Face Amount at that time;
- (c) the principal amount of a Debt Instrument which is to vary by reference to a schedule or formula (where such determination has been previously made in accordance with these Conditions) is to be taken as at any time to equal its varied amount;
- (d) the principal amount of a Partly Paid Debt Instrument is to be taken to equal its paid up principal amount;
- (e) the principal amount of an Instalment Debt Instrument at any time is to be taken to be its Denomination less the total instalments repaid to the extent that such instalments relate to a repayment of principal; and
- (f) any reference to “**interest**” is taken to include any Additional Amounts and any other amount in the nature of interest payable in respect of the Debt Instruments under these Conditions.

1.5 Number

The singular includes the plural and vice versa.

1.6 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

1.7 Terms defined in Supplement

Terms which are defined in the Supplement as having a defined meaning have the same meaning when used in these Conditions but if the Supplement gives no meaning or specifies that the definition is "Not Applicable", then that definition is not applicable to the Debt Instruments.

2 Introduction

2.1 Programme

Debt Instruments are issued under a debt issuance programme established by the Issuer.

2.2 Supplement

Debt Instruments are issued in Series. A Series may comprise one or more Tranches having one or more Issue Dates and on conditions otherwise identical (other than in respect of the Issue Date, Issue Price and the first payment of interest). A Tranche is the subject of a Supplement which supplements, amends, modifies or replaces these Conditions. If there is any inconsistency between these Conditions and the Supplement, the Supplement prevails.

Copies of the Supplement are available for inspection or on request by a Holder or prospective Holder during normal business hours at the Specified Office of the Issuer or the Registrar.

2.3 Types of Debt Instruments

A Debt Instrument is either:

- (a) a Fixed Rate Debt Instrument;
- (b) a Floating Rate Debt Instrument;
- (c) a Zero Coupon Debt Instrument;
- (d) a Structured Debt Instrument (being either an Index Linked Debt Instrument, an Index Linked Redemption Debt Instrument or an Instalment Debt Instrument);
- (e) a Senior Debt Instrument; or
- (f) a Subordinated Debt Instrument,

or a combination of the above (or any other type of debt obligation including a certificate of deposit), as specified in the Supplement.

2.4 Denomination

Debt Instruments are issued in a single Denomination as specified in the Supplement.

2.5 Issue and transfer restrictions

Unless otherwise specified in any applicable Supplement, Debt Instruments may only be offered (directly or indirectly) for issue or transfer, or applications invited for the issue or transfer of Debt Instruments:

- (a) where the offer or invitation is made in, or into, Australia, if:
 - (i) the aggregate consideration payable to the Issuer or the transferor by the relevant subscriber or the person acquiring the Debt Instruments is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates to the subscriber) and

the offer or invitation (including any resulting issue) or transfer does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and

- (ii) the offer or invitation (including any resulting issue) or transfer does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and
 - (iii) the offer or invitation (including any resulting issue) or transfer complies with Banking exemption No. 1 of 2018 dated 21 March 2018 promulgated by the Australian Prudential Regulation Authority as if it applied to the Issuer *mutatis mutandis*; and
- (b) at all times, the offer or invitation (including any resulting issue) or transfer complies with all applicable laws and directives in the jurisdiction in which the offer, invitation or issue or transfer takes place.

2.6 Currency

Debt Instruments are denominated in the currency specified in the Supplement.

2.7 Clearing Systems

Debt Instruments may be held in a Clearing System, in which case the rights of a person holding an interest in the Debt Instruments lodged in the Clearing System are subject to the rules and regulations of the Clearing System.

Part 2 The Debt Instruments

3 Form

3.1 Constitution under Debt Instrument Deed Poll

Debt Instruments are debt obligations of the Issuer constituted by, and owing under, the Debt Instrument Deed Poll, the details of which are recorded in, and evidenced by entry in, the Register. Holders of the Debt Instruments are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Debt Instrument Deed Poll.

3.2 Form

Debt Instruments are issued in registered uncertificated form by entry in the Register.

3.3 No other certificates

No certificates in respect of any Debt Instruments will be issued to Holders unless the Issuer determines that certificates should be available or are required by any applicable law or directive.

4 Status

4.1 Status of Senior Debt Instruments

The Debt Instruments that are not specified in the Supplement as Subordinated Debt Instruments (“**Senior Debt Instruments**”) constitute direct, unconditional, unsubordinated and (subject to Condition 5 (“Negative pledge”)) unsecured obligations of the Issuer which rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured

(subject to Condition 5 (“Negative pledge”)) and unsubordinated obligations of the Issuer, save for such as may be preferred by mandatory provisions of applicable law.

4.2 Status of Subordinated Debt Instruments

Tier II Subordinated Debt Instruments

- (a) The Debt Instruments that are specified in the Supplement as Tier II Subordinated (the “**Tier II Subordinated Debt Instruments**”) constitute direct, general, unsecured and subordinated (as described in Condition 4.3 (“Subordination”)) obligations of the Issuer which (subject to the provisions of Condition 11.10 (“Loss absorption upon a Trigger Event in respect of Subordinated Debt Instruments”)) rank:
 - (i) junior to the Senior Indebtedness of the Issuer;
 - (ii) *pari passu* among themselves and with all other subordinated obligations of the Issuer which do not rank or are not expressed by their terms to rank junior or senior to the Tier II Subordinated Debt Instruments (collectively, the “**Tier II Obligations**”); and
 - (iii) senior to, and in priority to claims of holders of:
 - (A) the Tier I Obligations;
 - (B) all obligations of the Issuer which rank or are expressed by their terms to rank junior to the Tier II Subordinated Debt Instruments; and
 - (C) all classes of equity of the Issuer (other than equity that constitutes Tier II capital of the Issuer under applicable Korean laws and regulations).

Tier I Subordinated Debt Instruments

- (b) The Debt Instruments that are specified in the Supplement as Tier I Subordinated (the “**Tier I Subordinated Debt Instruments**”) constitute direct, general, unsecured and subordinated (as described in Condition 4.3 (“Subordination”)) obligations of the Issuer which (subject to the provisions of Condition 10.7 (“Special provisions relating to interest on Tier I Subordinated”) and Condition 11.10 (“Loss absorption upon a Trigger Event in respect of Subordinated Debt Instruments”)) rank:
 - (i) junior to the Senior Indebtedness of the Issuer;
 - (ii) *pari passu* among themselves and with all other subordinated obligations of the Issuer which either constitute additional Tier I capital of the Issuer under applicable Korean laws and regulations or otherwise rank or are expressed by their terms to rank *pari passu* with the Tier I Subordinated Debt Instruments (collectively, the “**Tier I Obligations**”); and
 - (iii) senior to, and in priority to claims of holders of, all classes of equity of the Issuer (other than equity that constitutes Tier II capital of the Issuer under applicable Korean laws and regulations) and all obligations of the Issuer which rank or are expressed by their terms to rank junior to the Tier I Subordinated Debt Instruments. In addition, in the case of a Bankruptcy Event, the Tier I Subordinated Debt Instruments shall be deemed not to constitute liabilities for purposes of determining whether the Issuer’s liabilities exceed its assets.

4.3 Subordination

This Condition 4.3 applies only to Subordinated Debt Instruments.

- (a) If, on or prior to the Maturity Date or at any time while any amount is due and outstanding under any Subordinated Debt Instruments, a Bankruptcy Event occurs and so long as it continues, any amounts which become due then or thereafter under the Subordinated Debt Instruments (including overdue amounts) shall not be payable unless and until the total amount of any and all Senior Indebtedness of the Issuer which is listed on the distribution list (as amended, if such be the case) for final distribution submitted to the court in the bankruptcy proceedings is paid in full or provided to be paid in full in such bankruptcy proceedings.
- (b) If, on or prior to the Maturity Date or at any time while any amount is due and outstanding under any Subordinated Debt Instruments, a Rehabilitation Event occurs and so long as it continues any amounts which become due then or thereafter under the Subordinated Debt Instruments (including overdue amounts) shall not be payable unless and until the total amount of any and all Senior Indebtedness of the Issuer which is listed on the rehabilitation plan of the Issuer at the time when the court's approval of such plan becomes final and conclusive shall have been paid in full or paid in the rehabilitation proceedings to the extent of the original amount thereof (without regard to any adjustment of such amount in the approved rehabilitation plan).
- (c) If, on or prior to the Maturity Date or at any time while any amount is due and outstanding under any Subordinated Debt Instruments, a Liquidation Event occurs and so long as it continues, any amounts which become due then or thereafter under the Subordinated Debt Instruments (including overdue amounts) shall not be payable unless and until the total amount of any and all Senior Indebtedness of the Issuer which is reported during the claims reporting period or is required by the laws or regulations of Korea to be paid during the liquidation process is paid in full or provided to be paid in full.
- (d) If, on or prior to the Maturity Date or at any time while any amount is due and outstanding under any Subordinated Debt Instruments, a Foreign Event occurs and so long as it continues, any amounts which become due then or thereafter under the Subordinated Debt Instruments (including overdue amounts) shall only become payable upon conditions equivalent to those enumerated in the above three paragraphs having been fulfilled, provided that notwithstanding any provision herein to the contrary if the imposition of any such conditions is not allowed under such proceedings, any amounts which become due under the Subordinated Debt Instruments shall become payable in accordance with the terms herein provided and not subject to such conditions.
- (e) A holder of a Subordinated Debt Instrument by its acceptance thereof or its interest therein, thereby agrees that:
 - (i) if any payment in respect of such Subordinated Debt Instrument is made to such holder after the occurrence of a Subordination Event and the amount of such payment exceeds the amount, if any, that should have been paid to such holder upon the proper application of these subordination provisions, the payment of such excess amount shall be deemed null and void and such holder (without the Registrar having any obligation or liability with respect thereto, save to the extent that the Registrar shall return to the Issuer any such excess amount which remains held by it at the time of the notice next referred to) shall be obliged to return the amount of the excess payment within ten days of receiving notice from the Issuer of the excess payment; and
 - (ii) upon the occurrence of a Subordination Event and so long as such Subordination Event continues, such holder shall not exercise any right to set off any liabilities of the Issuer under such Subordinated Debt Instrument which become so payable on or after the date on which the Subordination Event

occurs against any liabilities of such holder owed to the Issuer unless, until and only in such amount as the liabilities of the Issuer under such Subordinated Debt Instrument become payable pursuant to the proper application of these subordination provisions.

In addition, a holder of a Subordinated Debt Instrument by its acceptance thereof or its interest therein shall be deemed to have waived, and agreed not to exercise, any right as a creditor to require the Issuer to redeem such Subordinated Debt Instrument or provide collateral with respect thereto that may arise pursuant to Paragraph 2 of Article 439, Paragraph 3 of Article 527-5, Paragraph 4 of Article 530-9 or Paragraph 2 of Article 530-11 and Article 232 of the Korean Commercial Code in connection with a merger, capital reduction and/or corporate split-off of the Issuer.

5 Negative pledge

This Condition 5 applies to Senior Debt Instruments only and does not apply to Subordinated Debt Instruments.

So long as any Senior Debt Instrument remains outstanding or any amount is due under or in respect of any Senior Debt Instrument or otherwise under the Debt Instrument Deed Poll, the Issuer will not create or permit to subsist any mortgage, charge, pledge or other security interest upon or over the whole or any part of its property, assets or revenues (whether present or future) to secure for the benefit of the holders of any International Investment Securities (as defined below) any:

- (a) payment of any sum due in respect of any such International Investment Securities;
- (b) payment under any guarantee in respect of any such International Investment Securities; or
- (c) payment under any indemnity or other like obligations in respect of any such International Investment Securities,

without, in any such case and at the same time, according to the Holders of the Senior Debt Instruments either the same security as is granted to or is outstanding in respect of such International Investment Securities, guarantee, indemnity or other like obligation or such other security as:

- (i) a security, securing the Issuer's obligations to the Holders of the Senior Debt Instruments, equally and rateably in all respects so as to rank *pari passu* with the applicable International Investment Securities; or
- (ii) shall be approved by an Extraordinary Resolution of the Holders of the Senior Debt Instruments.

For the purposes of this Condition 5:

"International Investment Securities" means notes, bonds, debentures, certificates of deposit or investment securities of any person which:

- (i) by their terms either are payable, or confer a right to receive payment, in any currency other than Won or are denominated in Won and more than 50% of the aggregate principal amount of which is initially distributed outside Korea; and
- (ii) are for the time being, or are capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market outside Korea, provided that Covered Bonds (as defined below) in the aggregate outstanding principal amount not exceeding an amount equal to 10% of the total consolidated

assets as shown on the most recent consolidated accounts of the Issuer shall not constitute International Investment Securities; and

“Covered Bonds” means debt securities (including any notes, bonds, debentures, certificates of deposit or investment securities) backed by cash flows generated from an underlying investment pool consisting of mortgage loans, public sector assets, cash, cash equivalents and/or other financial assets.

6 Title and transfer of Debt Instruments

6.1 Title

Title to Debt Instruments passes when details of the transfer are entered in the Register.

6.2 Effect of entries in Register

Each entry in the Register in respect of a Debt Instrument constitutes:

- (a) an unconditional and irrevocable undertaking by the Issuer to the Holder to pay principal and (if applicable) interest and any other amount in accordance with these Conditions; and
- (b) an entitlement to the other benefits given to Holders under these Conditions in respect of the relevant Debt Instrument.

6.3 Register conclusive as to ownership

Entries in the Register in relation to a Debt Instrument constitute conclusive evidence that the person so entered is the absolute owner of the Debt Instrument subject to correction for fraud or error.

6.4 Non-recognition of interests

Except as required by law, the Issuer and the Registrar must treat the person whose name is entered in the Register as the holder of a Debt Instrument as the absolute owner of that Debt Instrument. This Condition applies whether or not a Debt Instrument is overdue and despite any notice of ownership, trust or interest in the Debt Instrument.

6.5 Joint holders

Where two or more persons are entered in the Register as the joint holders of a Debt Instrument then they are taken to hold the Debt Instrument as joint tenants with rights of survivorship, but the Registrar is not bound to register more than four persons as joint holders of a Debt Instrument.

6.6 Transfers in whole

Debt Instruments may be transferred in whole but not in part.

Holders may only transfer Debt Instruments in accordance with these Conditions.

6.7 Transfer procedures

Interests in Debt Instruments held in a Clearing System will be transferable only in accordance with the rules and regulations of that Clearing System. If a Debt Instrument is lodged in the Austraclear System, neither the Issuer nor the relevant Registrar will recognise any such interest other than the interest of Austraclear as the Holder while that Debt Instrument is lodged in the Austraclear System.

6.8 Effect of transfer

Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under these Conditions in respect of the transferred Debt Instruments and the transferee becomes so entitled in accordance with Condition 6.2 ("Effect of entries in Register").

6.9 CHES

Debt Instruments which are listed on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) will not be transferred through, or registered on, the Clearing House Electronic Sub-register System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and will not be "Approved Financial Products" for the purposes of that system.

6.10 Austraclear as Holder

If Austraclear is recorded in the Register as the Holder, each person in whose Security Record (as defined in the Austraclear Regulations) a Debt Instrument is recorded is taken to acknowledge in favour of the Issuer, the Registrar and Austraclear that:

- (a) the Registrar's decision to act as the Registrar of that Debt Instrument is not a recommendation or endorsement by the Registrar or Austraclear in relation to that Debt Instrument, but only indicates that the Registrar considers that the holding of the Debt Instrument is compatible with the performance by it of its obligations as Registrar under an Agency Agreement; and
- (b) the Holder does not rely on any fact, matter or circumstance contrary to paragraph (a).

6.11 Industrial Bank of Korea Act

This Condition 6 is subject to the Industrial Bank of Korea Act and the enforcement decree thereunder.

6.12 Estates

A person becoming entitled to a Debt Instrument as a consequence of the death or bankruptcy of a Holder or of a vesting order or a person administering the estate of a Holder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Debt Instrument or, if so entitled, become registered as the holder of the Debt Instrument.

6.13 Unincorporated associations

A transfer of a Debt Instrument to an unincorporated association is not permitted.

Part 3 Interest

7 Fixed Rate Debt Instruments

This Condition 7 applies to the Debt Instruments only if the Supplement states that it applies.

7.1 Interest on Fixed Rate Debt Instruments

Each Fixed Rate Debt Instrument bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate. Interest is payable in arrear on each Interest Payment Date.

7.2 Fixed Coupon Amount

Unless otherwise specified in the Supplement, the amount of interest payable in respect of a Fixed Rate Debt Instrument on each Interest Payment Date in respect of the preceding Interest Period is the Fixed Coupon Amount specified in the Supplement.

7.3 Calculation of interest payable

The amount of interest payable in respect of a Fixed Rate Debt Instrument for any period for which a Fixed Coupon Amount is not specified in the Supplement is calculated by multiplying the Interest Rate for that period, by the outstanding principal amount of the Fixed Rate Debt Instrument and the applicable Day Count Fraction.

8 Floating Rate Debt Instruments

This Condition 8 applies to the Debt Instruments only if the Supplement states that it applies.

8.1 Interest on Floating Rate Debt Instruments

Each Floating Rate Debt Instrument bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (a) on each Interest Payment Date; or
- (b) if no Interest Payment Date is specified in the Supplement, each date which falls the number of months or other period specified as the Specified Period in the Supplement after the preceding Interest Payment Date (or in the case of the first Interest Payment Date, after the Interest Commencement Date).

8.2 Interest Rate determination

The Interest Rate payable in respect of a Floating Rate Debt Instrument must be determined by the Calculation Agent in accordance with these Conditions.

8.3 Fallback Interest Rate

Unless otherwise specified in the Supplement, if, in respect of an Interest Period, the Calculation Agent is unable to determine a rate in accordance with Condition 8.2 ("Interest Rate determination"), the Interest Rate for the Interest Period is the Interest Rate applicable to the Floating Rate Debt Instruments during the immediately preceding Interest Period.

8.4 Screen Rate Determination

If Screen Rate Determination is specified in the Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Debt Instruments for each Interest Period is the sum of the Margin and the Screen Rate.

In this Condition, "**Screen Rate**" means, for an Interest Period, the quotation offered for the Reference Rate appearing on the Relevant Screen Page at the Relevant Time on the Interest Determination Date. However:

- (a) if there is more than one offered quotation displayed on the Relevant Screen Page at the Relevant Time on the Interest Determination Date, the "**Screen Rate**" means the rate calculated by the Calculation Agent as the average of the offered quotations. If there are more than five offered quotations, the Calculation Agent must exclude the

highest and lowest quotations (or in the case of equality, one of the highest and one of the lowest quotations) from its calculation;

- (b) if an offered quotation is not displayed by the Relevant Time on the Interest Determination Date or if it is displayed but the Calculation Agent determines that there is an obvious error in that rate, the “**Screen Rate**” means:
 - (i) the rate the Calculation Agent calculates as the average mean of the Reference Rates that each Reference Bank quoted to the leading banks in the Relevant Financial Centre specified in the Supplement at the Relevant Time on the Interest Determination Date; or
 - (ii) where the Calculation Agent is unable to calculate a rate under paragraph (i) because it is unable to obtain at least two quotes, the rate the Calculation Agent calculates as the average of the rates (being the nearest equivalent to the Reference Rate) quoted by two or more banks chosen by the Calculation Agent in the Relevant Financial Centre at approximately the Relevant Time on the Interest Determination Date for a period equivalent to the Interest Period to leading banks carrying on business in the Relevant Financial Centre in good faith; or
- (c) if the Supplement specifies an alternative method for the determination of the Screen Rate Determination, then that alternative method applies.

8.5 Benchmark Rate Determination

Where “Benchmark Rate Determination (BBSW Rate)” or “Benchmark Rate Determination (AONIA Rate)” is specified in the relevant Supplement as the manner in which the Interest Rate is to be determined for each Interest Period, the Interest Rate applicable to the Floating Rate Debt Instruments for each such Interest Period is the sum of the Margin and either (x) the BBSW Rate or (y) the AONIA Rate as specified in the relevant Supplement.

Each Holder shall be deemed to acknowledge, accept and agree to be bound by, and consents to, the determination of, substitution for and any adjustments made to the BBSW Rate or the AONIA Rate as applicable, in each case as described in this Condition 8.5 (in all cases without the need for any Holder consent). Any determination, decision or election (including a decision to take or refrain from taking any action or as to the occurrence or non-occurrence of any event or circumstance), and any substitution for and adjustments made to, the BBSW Rate or the AONIA Rate, as applicable, and in each case made in accordance with this Condition 8.5, will, in the absence of manifest or proven error, be conclusive and binding on the Issuer, the Holder and each Agent and, notwithstanding anything to the contrary in these Conditions or other documentation relating to the Debt Instruments, shall become effective without the consent of any person.

If the Calculation Agent is unwilling or unable to determine a necessary rate, adjustment, quantum, formula, methodology or other variable in order to calculate the applicable Interest Rate, such rate, adjustment, quantum, formula, methodology or other variable will be determined by the Issuer (acting in good faith and in a commercially reasonable manner) or, an alternate financial institution (acting in good faith and in a commercially reasonable manner) appointed by the Issuer (in its sole discretion) to so determine.

All rates determined pursuant to this Condition 8.5 shall be expressed as a percentage rate per annum and the resulting percentage will be rounded if necessary to the fourth decimal place (i.e., to the nearest one ten-thousandth of a percentage point) with 0.00005 being rounded upwards.

However, if:

- (a) a Temporary Disruption Trigger has occurred; or

(b) a Permanent Discontinuation Trigger has occurred,

then the “**Benchmark Rate**” for an Interest Period, whilst such Temporary Disruption Trigger is continuing or after a Permanent Discontinuation Trigger has occurred, means (in the following order of application and precedence):

- (i) where BBSW Rate is the Applicable Benchmark Rate, if a Temporary Disruption Trigger has occurred with respect to the BBSW Rate, in the following order of precedence:
 - (A) first, the Administrator Recommended Rate;
 - (B) then the Supervisor Recommended Rate; and
 - (C) lastly, the Final Fallback Rate;
- (ii) where the AONIA Rate is the Applicable Benchmark Rate or a determination of the AONIA Rate is required for the purposes of paragraph (i) above, if a Temporary Disruption Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required will be the last provided or published level of AONIA;
- (iii) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (i) or (ii) above, if a Temporary Disruption Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required will be the last rate provided or published by the Administrator of the RBA Recommended Rate (or if no such rate has been so provided or published, the last provided or published level of AONIA);
- (iv) where BBSW Rate is the Applicable Benchmark Rate, if a Permanent Discontinuation Trigger has occurred with respect to the BBSW Rate, the rate for any day for which the BBSW Rate is required on or after the Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
 - (A) first, if at the time of the BBSW Rate Permanent Fallback Effective Date, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Rate;
 - (B) then, if at the time of the BBSW Rate Permanent Fallback Effective Date, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and
 - (C) lastly, if neither paragraph (A) nor paragraph (B) above apply, the Final Fallback Rate;
- (v) where the AONIA Rate is the Applicable Benchmark Rate or a determination of the AONIA Rate is required for the purposes of paragraph (iv)(A) above, if a Permanent Discontinuation Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
 - (A) first, if at the time of the AONIA Permanent Fallback Effective Date, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Rate; and

- (B) lastly, if paragraph (A) above does not apply, the Final Fallback Rate; and
- (vi) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (iv) or (v) above, respectively, if a Permanent Discontinuation Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required on or after that Permanent Fallback Effective Date will be the Final Fallback Rate.

When calculating an amount of interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate or AONIA Rate (as applicable) were references to that Fallback Rate. When calculating interest in circumstances where the Final Fallback Rate applies, the amount of interest will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

For the purposes of this Condition 8.5:

“Adjustment Spread” means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:

- (a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using practices based on those used for the determination of the Bloomberg Adjustment Spread as at the Issue Date of the first Tranche of the applicable Series, provided that for so long as the Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or
- (b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent (after consultation with the Issuer where practicable) to be appropriate;

“Adjustment Spread Fixing Date” means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate;

“Administrator” means:

- (a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);
- (b) in respect of AONIA (or where AONIA is used to determine an Applicable Benchmark Rate), the Reserve Bank of Australia; and
- (c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,

and, in each case, any successor administrator or, as applicable, any successor administrator or provider;

“Administrator Recommended Rate” means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Administrator of the BBSW Rate;

“AONIA” means the Australian dollar interbank overnight cash rate (known as AONIA);

“AONIA Rate” means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Interest Period and Interest Determination Date plus, if determining the AONIA Rate for the purposes of a fallback from the BBSW Rate, the Adjustment Spread;

“Applicable Benchmark Rate” means the Benchmark Rate specified in the relevant Supplement and, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate, then the rate determined in accordance with this Condition 8.5;

“BBSW Rate” means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the “AVG MID” on the “Refinitiv Screen BBSW Page” or “MID” rate on the “Bloomberg Screen BBSW Page” (or any designation which replaces that designation on the applicable page, or any replacement page) at the Publication Time on the first day of that Interest Period;

“Benchmark Rate” means, for an Interest Period, either the BBSW Rate or the AONIA Rate as specified in the relevant Supplement;

“Bloomberg Adjustment Spread” means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted AONIA and the spread) (“BISL”) on the Fallback Rate (AONIA) Screen (or by other means), or provided to, and published by, authorised distributors where **“Fallback Rate (AONIA) Screen”** means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL;

“Compounded Daily AONIA” means, with respect to an Interest Period, the rate of return of a daily compound interest investment as calculated by the Calculation Agent on the Interest Determination Date, as follows:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{AONIA_{i-5SBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

$AONIA_{i-5SBD}$, means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Sydney Business Day falling five Sydney Business Days prior to such Sydney Business Day “i”;

d is the number of calendar days in the relevant Interest Period;

d_0 is the number of Sydney Business Days in the relevant Interest Period;

i is a series of whole numbers from 1 to d_0 , each representing the relevant Sydney Business Day in chronological order from (and including) the first Sydney Business Day in the relevant Interest Period to (and including) the last Sydney Business Day in such Interest Period;

n_i , for any Sydney Business Day “i”, means the number of calendar days from (and including) such Sydney Business Day “i” up to (but excluding) the following Sydney Business Day; and

Sydney Business Day or **SBD** means any day on which commercial banks are open for general business in Sydney.

If, for any reason, Compounded Daily AONIA needs to be determined for a period other than an Interest Period, Compounded Daily AONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period;

“Fallback Rate” means, where a Permanent Discontinuation Trigger for an Applicable Benchmark Rate has occurred, the rate that applies to replace that Applicable Benchmark Rate in accordance with this Condition 8.5;

“Final Fallback Rate” means, in respect of an Applicable Benchmark Rate, the rate:

- (a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that, in good faith, it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing the Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a), together with (without double counting) such adjustment spread (which may be a positive or negative value or zero) that is customarily applied to the relevant successor rate or alternative rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for Benchmark Rate-linked floating rate notes at such time (together with such other adjustments to the Business Day Convention, interest determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate or alternative rate for Benchmark Rate-linked floating rate notes at such time), or, if no such industry standard is recognised or acknowledged, the method for calculating or determining such adjustment spread determined by the Calculation Agent (in consultation with the Issuer) to be appropriate; provided that
- (b) if and for so long as no such successor rate or alternative rate can be determined in accordance with paragraph (a), the Final Fallback Rate will be the last provided or published level of that Applicable Benchmark Rate;

“Interest Determination Date” means, in respect of an Interest Period:

- (a) where the BBSW Rate applies or the Final Fallback Rate applies under paragraph (iv)(C) of this Condition 8.5, the first day of that Interest Period; and
- (b) otherwise, the third Business Day prior to the last day of that Interest Period;

“Non-Representative” means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate:

- (a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and
- (b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor (howsoever described) in contracts;

“Permanent Discontinuation Trigger” means, in respect of an Applicable Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or that it will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider,

as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;

- (b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official or resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Debt Instruments, or that its use will be subject to restrictions or adverse consequences to the Issuer or a Holder;
- (d) as a consequence of a change in law or directive arising after the Issue Date of the first Tranche of Debt Instruments of a Series, it has become unlawful for the Calculation Agent, the Issuer or any other party responsible for calculations of interest under the Conditions to calculate any payments due to be made to any Holder using the Applicable Benchmark Rate;
- (e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or
- (f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis;

“Permanent Fallback Effective Date” means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

- (a) in the case of paragraphs (a) and (b) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;
- (b) in the case of paragraphs (c) and (d) of the definition of “Permanent Discontinuation Trigger”, the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);
- (c) in the case of paragraph (e) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided but is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rates continues to be published or provided on such date; or
- (d) in the case of paragraph (f) of the definition of “Permanent Discontinuation Trigger”, the date that event occurs;

“Publication Time” means:

- (a) in respect of the BBSW Rate, 12.00 noon (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and
- (b) in respect of AONIA, 4.00 pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology;

“RBA Recommended Fallback Rate” has the same meaning given to AONIA Rate but with necessary adjustments to substitute to all references to AONIA with corresponding references to the RBA Recommended Rate;

“RBA Recommended Rate” means, in respect of any relevant day (including any day “i”), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor in respect of that day;

“Supervisor” means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate;

“Supervisor Recommended Rate” means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Supervisor of the BBSW Rate; and

“Temporary Disruption Trigger” means, in respect of any Applicable Benchmark Rate which is required for any determination:

- (a) the Applicable Benchmark Rate has not been published by the applicable Administrator or an authorised distributor and is not otherwise provided by the Administrator, in respect of, on, for or by the time and date on which that Applicable Benchmark Rate is required; or
- (b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate.

8.6 Interpolation

If the Supplement states that “Linear Interpolation” applies to an Interest Period, the Interest Rate for that Interest Period is determined through the use of straight line interpolation by reference to two Screen Rates, BBSW Rates, AONIA Rates or other floating rates specified in the Supplement.

The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the Supplement).

The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the Supplement).

9 Structured Debt Instruments

This Condition 9 applies to the Debt Instruments only if the Supplement states that it applies.

9.1 Interest on Structured Debt Instruments

Each interest bearing Structured Debt Instrument bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (a) on each Interest Payment Date; or
- (b) if no Interest Payment Date is specified in the Supplement, each date which falls the number of months or other period specified as the Specified Period in the Supplement after the preceding Interest Payment Date (or in the case of the first Interest Payment Date, after the Interest Commencement Date).

9.2 Interest Rate

The Interest Rate payable in respect of an interest bearing Structured Debt Instrument must be determined in the manner specified in the Supplement.

10 General provisions applicable to interest

10.1 Maximum or Minimum Interest Rate

If the Supplement specifies a Maximum Interest Rate or Minimum Interest Rate for any Interest Period, the Interest Rate for the Interest Period must not be greater than the maximum, or be less than the minimum, so specified. If no rate is specified, the Minimum Interest Rate shall be zero.

10.2 Calculation of Interest Rate and interest payable

The Calculation Agent must, as soon as practicable after determining the Interest Rate in relation to each Interest Period for each Floating Rate Debt Instrument and interest bearing Structured Debt Instrument, calculate the amount of interest payable for the Interest Period in respect of the outstanding principal amount of that Debt Instrument.

Unless otherwise specified in the Supplement, the amount of interest payable is calculated by multiplying the product of the Interest Rate for the Interest Period and the outstanding principal amount of the Debt Instrument by the applicable Day Count Fraction.

The rate determined by the Calculation Agent must be expressed as a percentage rate per annum.

10.3 Calculation of other amounts

If the Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent must, as soon as practicable after the time at which that amount is to be determined, calculate the amount in the manner specified in the Supplement.

10.4 Notification of Interest Rate, interest payable and other items

The Calculation Agent must notify the Issuer, the Registrar, the Holders, each other Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded of:

- (a) each Interest Rate, the amount of interest payable and each other amount, item or date calculated or determined by it together with the Interest Payment Date; and
- (b) any amendment to any amount, item or date referred to in paragraph (a) arising from any extension or reduction in any Interest Period or calculation period.

The Calculation Agent must give notice under this Condition as soon as practicable after it makes its determination. However, it must give notice of each Interest Rate, the amount of interest payable and each Interest Payment Date by the fourth day of the Interest Period.

The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Issuer, the Registrar, the Holders, each other Agent and each stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded after doing so.

10.5 Determination final

The determination by the Calculation Agent of all amounts, rates and dates falling to be determined by it under these Conditions is, in the absence of wilful default, bad faith or manifest or proven error, final and binding on the Issuer, the Registrar, each Holder and each other Agent.

10.6 Rounding

For the purposes of any calculations required under these Conditions (unless otherwise specified in these Conditions or in the Supplement):

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005% being rounded up to 0.00001%);
- (b) all figures resulting from those calculations must be rounded to five decimal places (with halves being rounded up); and
- (c) all amounts that are due and payable must be rounded (with halves being rounded up) to:
 - (i) in the case of Australian dollars, one cent; and
 - (ii) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency.

10.7 Special provisions relating to interest on Tier I Subordinated Debt Instruments

Notwithstanding any provisions to the contrary in these Conditions, the following will apply with respect to interest on the Tier I Subordinated Debt Instruments:

- (a) Interest on the Tier I Subordinated Debt Instruments will be paid only out of the amount legally available under applicable Korean law for payment of dividends on equity of the Issuer (the “**Dividend Reserve**”). To the extent that the sum of (x) the amount of interest payable on any Series of Tier I Subordinated Debt Instruments on any Interest Payment Date and (y) the aggregate amount of interest and other distributions payable by the Issuer on the other Tier I Obligations during the fiscal quarter in which such Interest Payment Date falls exceeds the Dividend Reserve as of the date of, and as calculated based on, the Issuer’s latest available audited or reviewed separate statement of financial position, the aggregate amount of such interest and other distributions payable on such Tier I Subordinated Debt Instruments and the other Tier

I Obligations (to the fullest extent permitted by their respective terms and conditions) will be reduced on a pro rata basis by the amount of such excess.

- (b) The Issuer may, in its sole discretion, elect not to pay, in whole or in part, any interest payable on any Series of Tier I Subordinated Debt Instruments on any Interest Payment Date.
- (c) The Tier I Subordinated Debt Instruments will not bear any interest during an Interest Cancellation Period, and any interest payable on the Tier I Subordinated Debt Instruments on any Interest Payment Date falling within an Interest Cancellation Period will not be paid.
- (d) Interest on the Tier I Subordinated Debt Instruments is non-cumulative. All amounts of such interest not paid in whole or in part pursuant to the preceding paragraphs will be deemed irrevocably cancelled, without the need for the consent of the Holders of the Tier I Subordinated Debt Instruments, and will not be restored in any circumstances. For the avoidance of doubt:
 - (i) any non-payment of interest, in whole or in part, by the Issuer pursuant to the preceding paragraphs will not constitute an Event of Default under the Debt Instruments;
 - (ii) Holders of the Tier I Subordinated Debt Instruments will not have any claim or entitlement to any amount of such unpaid interest; and
 - (iii) any and all amounts of such unpaid interest may be applied by the Issuer for any purpose, including without limitation for the satisfaction of its other obligations that are due and payable.
- (e) In the event that (x) any interest payable on any Series of Tier I Subordinated Debt Instruments on any Interest Payment Date will not be paid in whole or in part pursuant to the preceding paragraphs or (y) an Interest Cancellation Period has commenced or terminated, the Issuer will, no later than ten Business Days prior to the relevant Interest Payment Date or five Business Days after the commencement or termination of an Interest Cancellation Period, as applicable, provide notice of such non-payment or commencement/termination to the Registrar, the Holders, each other Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded, stating the reason for such non-payment (and specifying the amount of interest payable that will not be paid) or commencement/termination; provided, however, that the failure of the Issuer to provide such notice shall not affect the effectiveness of the cancellation of the applicable interest amounts.

Part 4 Redemption and purchase

11 Redemption

11.1 Redemption on maturity

Each Debt Instrument must be redeemed by the Issuer on the Maturity Date at its Redemption Amount unless:

- (a) the Debt Instrument has been previously redeemed;
- (b) the Debt Instrument has been purchased and cancelled; or
- (c) the Supplement states that the Debt Instrument has no fixed Maturity Date.

11.2 Redemption of Tier I Subordinated Debt Instruments

Notwithstanding any provisions to the contrary in these Conditions, the following will apply with respect to the redemption of the Tier I Subordinated Debt Instruments:

- (a) the Tier I Subordinated Debt Instruments are undated perpetual securities and shall have no fixed Maturity Date. Subject to Condition 4.3 ("Subordination"), the principal amount of the Tier I Subordinated Debt Instruments will become due and payable by the Issuer on the date on which voluntary or involuntary winding up proceedings are instituted in respect of the Issuer in accordance with, as the case may be:
 - (i) a resolution passed at a shareholders' meeting of the Issuer;
 - (ii) any provision of the Issuer's articles of incorporation; or
 - (iii) any applicable law or any decision of any judicial or administrative authority; and
- (b) the Tier I Subordinated Debt Instruments may not be redeemed at any time without the prior approval of the FSS or such other relevant regulatory authorities in Korea, to the extent such approval is necessary.

11.3 Partly Paid Debt Instruments

Each Partly Paid Debt Instrument is redeemable on the Maturity Date in accordance with the relevant conditions specified in the Supplement.

11.4 Instalment Debt Instruments

Each Instalment Debt Instrument is partially redeemable in the Instalment Amounts and on the Instalment Dates specified in the Supplement. The principal amount of each Instalment Debt Instrument is reduced by the Instalment Amount with effect from the related Instalment Date.

11.5 Early redemption for taxation reasons

The Issuer may redeem all (but not some) of the Debt Instruments of a Series in whole before their Maturity Date at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if the Issuer is required under Condition 13.2 ("Withholding tax") to increase the amount of a payment in respect of a Debt Instrument as a result of any change in, or amendment to, the laws or regulations of Korea or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including the cessation of tax exemptions presently applicable) or any execution of, or amendment to, any treaty or treaties affecting taxation to which Korea is a party, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Debt Instruments, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

However, the Issuer may only do so if:

- (a) the Issuer has given at least 30 days and no more than 60 days (or any other period specified in the Supplement) notice to the Registrar, the Holders, each other Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded; and
- (b) before the Issuer gives the notice under paragraph (a), the Registrar has received:
 - (i) a certificate signed by two authorised officers of the Issuer; and
 - (ii) an opinion of independent legal advisers of recognised standing in the jurisdiction of incorporation of the Issuer,

stating that the Issuer would be required under Condition 13.2 ("Withholding tax") to increase the amount of the next payment due in respect of the Debt Instruments;

- (c) in the case of Fixed Rate Debt Instruments, no notice of redemption is given earlier than 90 days before the earliest date on which the Issuer would be obliged to pay Additional Amounts;
- (d) in the case of Floating Rate Debt Instruments and Structured Debt Instruments bearing a floating rate of interest:
 - (i) the proposed redemption date is an Interest Payment Date; and
 - (ii) the notice of redemption is given at least 30 days and not more than 90 days before the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay Additional Amounts; and
- (e) in the case of Subordinated Debt Instruments, the prior approval of the FSS or such other relevant regulatory authorities in Korea shall have been obtained, if necessary.

11.6 Early redemption at the option of Holders (Holder put)

This Condition 11.6 applies to Senior Debt Instruments if the Supplement states that it applies. This Condition 11.6 does not apply to Subordinated Debt Instruments.

If the Supplement states that a Holder may require the Issuer to redeem all or some of the Senior Debt Instruments of a Series held by that Holder before their Maturity Date, the Issuer must redeem the Senior Debt Instruments specified by the Holder at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if the following conditions are satisfied:

- (a) the amount of Senior Debt Instruments to be redeemed is a multiple of their Denomination;
- (b) the Holder has given at least 15 days and no more than 30 days (or any other period specified in the Supplement) notice, to the Issuer and the Registrar by delivering to the Specified Office of the Registrar during normal business hours a completed and signed redemption notice in the form obtainable from the Specified Office of the Registrar together with any evidence the Registrar may require to establish title of the Holder to the Senior Debt Instrument; and
- (c) the notice referred to in paragraph (b) specifies an account in the country of the currency in which the Senior Debt Instrument is denominated to which the payment should be made; and
- (d) the redemption date is an Early Redemption Date (Put) specified in the Supplement; and
- (e) any other condition specified in the Supplement is satisfied.

A Holder may not require the Issuer to redeem any Senior Debt Instrument under this Condition 11.6 if the Issuer has given notice that it will redeem that Debt Instrument under Condition 11.5 ("Early redemption for taxation reasons") or Condition 11.7 ("Early redemption at the option of the Issuer (Issuer call)").

11.7 Early redemption at the option of the Issuer (Issuer call)

If the Supplement states that the Issuer may redeem all or some of the Debt Instruments of a Series before their Maturity Date under this Condition, the Issuer may redeem so many of the Debt Instruments specified in the Supplement at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date.

However, the Issuer may only do so if:

- (a) the amount of Debt Instruments to be redeemed is, or is a multiple of, their Denomination;
- (b) the Issuer has given at least 15 days and not more than 30 days (or any other period specified in the Supplement) notice to the Registrar, the Holders, each other Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded; and
- (c) the proposed redemption date is an Early Redemption Date (Call) specified in the Supplement;
- (d) in the case of Subordinated Debt Instruments:
 - (i) such redemption may not occur within five years of the Issue Date; and
 - (ii) the prior approval of the FSS has been obtained pursuant to FSS regulations in effect at the applicable time relating to, without limitation, capital adequacy ratio, replacement capital and interest rates; and
- (e) any other condition specified in the Supplement is satisfied.

11.8 Early redemption of Tier I Subordinated Debt Instruments for Tax Non-deductibility or Regulatory Reasons

This Condition 11.8 applies to Tier I Subordinated Debt Instruments only.

The Issuer may redeem all (but not some) of the Tier I Subordinated Debt Instruments of a Series in whole before their Maturity Date at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if either a Tax Non-deductibility Event or a Regulatory Event has occurred and is continuing.

However, the Issuer may only do so if:

- (a) the Issuer has given at least 30 days and no more than 60 days (or any other period specified in the Supplement) notice to the Registrar, the Holders, each other Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded;
- (b) before the Issuer gives the notice under paragraph (a), the Registrar has received:
 - (i) a certificate signed by two authorised signatories of the Issuer; and
 - (ii) an opinion of independent legal advisers of recognised standing in the jurisdiction of incorporation of the Issuer,stating that such Tax Non-deductibility Event or Regulatory Event, as applicable, has occurred and is continuing;
- (c) the prior approval of the FSS or such other relevant regulatory authorities in Korea shall have been obtained, if necessary; and
- (d) no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which:
 - (i) the Issuer would cease to be able to claim the relevant tax deduction pursuant to such Tax Non-deductibility Event; or

- (ii) such Series of Tier I Subordinated Debt Instruments would cease to qualify (in whole or in part) as additional Tier I capital pursuant to such Regulatory Event, as applicable.

11.9 Early redemption of Tier II Subordinated Debt Instruments for Regulatory Reasons

This Condition 11.9 applies to Tier II Subordinated Debt Instruments only.

The Issuer may redeem all (but not some) of the Tier II Subordinated Debt Instruments of a Series in whole before their Maturity Date at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if a Regulatory Event has occurred and is continuing.

However, the Issuer may only do so if:

- (a) the Issuer has given at least 30 days and no more than 60 days (or any other period specified in the Supplement) notice to the Registrar, the Holders, each other Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded;
- (b) before the Issuer gives the notice under paragraph (a), the Registrar has received:
 - (i) a certificate signed by two authorised signatories of the Issuer; and
 - (ii) an opinion of independent legal advisers of recognised standing in the jurisdiction of incorporation of the Issuer,stating that such Regulatory Event has occurred and is continuing;
- (c) the prior approval or the FSS or such other relevant regulatory authorities in Korea shall have been obtained, if necessary; and
- (d) no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which such Series of Tier II Subordinated Debt Instruments would cease to qualify (in whole or in part) as Tier II capital pursuant to such Regulatory Event.

11.10 Loss absorption upon a Trigger Event in respect of Subordinated Debt Instruments

This Condition 11.10 applies to Subordinated Debt Instruments only.

Effective as of the third Korean Business Day from the occurrence of a Trigger Event, each Subordinated Debt Instrument, including the then outstanding principal amount thereof and any accrued but unpaid interest thereon, shall be irrevocably cancelled in whole, without the need for the consent of the holders of the Subordinated Debt Instruments (such cancellation being referred to herein as a “**Write-off**”, and “**Written-off**” shall be construed accordingly). Once the principal amount of, and any accrued but unpaid interest under, the Subordinated Debt Instruments has been Written-off, such amounts will not be restored in any circumstances, including where the Trigger Event ceases to continue.

The Issuer shall provide a Trigger Event Notice to the Holders of the Subordinated Debt Instruments, but such Write-off shall be effective irrespective of whether the Issuer has provided such Trigger Event Notice

For the avoidance of doubt, any Write-off pursuant to this Condition 11.10 will not constitute an Event of Default or any other insolvency events of the Issuer.

11.11 Partial redemptions

If only some of the Debt Instruments are to be redeemed under Condition 11.7 (“Early redemption at the option of the Issuer (Issuer call)”), the Debt Instruments to be redeemed must be specified in the notice and selected:

- (a) in a fair and reasonable manner under the circumstances of the proposed redemption and having regard to prevailing market practice; and
- (b) in compliance with any applicable law, directive or requirement of any applicable Clearing System and stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded.

11.12 Effect of notice of redemption

Any notice of redemption given under this Condition 11 is irrevocable.

11.13 Late payment

If an amount is not paid under this Condition 11 when due, then:

- (a) for a Debt Instrument (other than a Zero Coupon Debt Instrument or a Structured Debt Instrument), interest continues to accrue on the unpaid amount (both before and after any demand or judgment) at the default rate specified in the Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Holder;
- (b) for a Zero Coupon Debt Instrument, the obligation to pay the amount is replaced by an obligation to pay the Amortised Face Amount recalculated as at the date on which payment is made to the Holder; and
- (c) for a Structured Debt Instrument as specified in the Supplement:
 - (i) interest continues to accrue at the default rate specified in the Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Holder; or
 - (ii) the obligation to pay the amount is replaced by an obligation to pay an amount determined in the manner specified in the Supplement.

11.14 Purchase

- (a) The Issuer may at any time purchase Senior Debt Instruments in the open market or otherwise and at any price. Such Senior Debt Instruments purchased under this Condition 11.14 may be held, resold or cancelled at the discretion of the purchaser and (if the Senior Debt Instruments are to be cancelled, the Issuer), subject to compliance with any applicable law or requirement of any stock or securities exchange or other relevant authority on which the Senior Debt Instruments are listed, quoted and/or traded.
- (b) In the case of Subordinated Debt Instruments, the Issuer and any person or entity over which the Issuer exercises substantial control, including any affiliated company or subsidiary of the Issuer (each such party, an “**Issuer Related Party**”) shall not purchase the Subordinated Debt Instruments nor provide, directly or indirectly, funds to acquire the Subordinated Debt Instruments by providing any collateral, guarantee or loan in favour of the person or entity which will acquire such Subordinated Debt Instruments. In addition, neither the Issuer nor any Issuer Related Party shall enhance, legally or economically, the payment seniority of the Subordinated Debt Instruments, nor provide, directly or indirectly through its affiliated company or subsidiary, any collateral or guarantee in favour of the person or entity which acquires such Subordinated Debt Instruments.

Part 5 Payments

12 Payments

12.1 Payment of principal

Payments of principal and any final Instalment Amount in respect of a Debt Instrument will be made to each person registered at 10.00 am on the payment date as the Holder of a Debt Instrument (or the first person to be registered in the case of joint holders).

12.2 Payment of interest

Payments of interest and Instalment Amounts (other than the final Instalment Amount) in respect of a Debt Instrument will be made to each person registered at the close of business on the Record Date as the Holder of that Debt Instrument (or the first person to be registered in the case of joint holders).

12.3 Payments to accounts

Payments in respect of Debt Instruments will be made in Australia, unless prohibited by law, and:

- (a) if the Debt Instruments are held in the Austraclear System, by crediting on the payment date, the amount due to:
 - (i) the account of Austraclear (as the Holder) in Australia previously notified to the Issuer and the Registrar; or
 - (ii) if requested by Austraclear, the accounts in Australia of the persons in whose Security Record (as defined in the Austraclear Regulations) a Debt Instrument is recorded in the country of the currency in which the Debt Instrument is denominated as previously notified by Austraclear to the Issuer and the Registrar in accordance with Austraclear Regulations;
- (b) if the Debt Instruments are not held in the Austraclear System, by crediting on the payment date, the amount then due under each Debt Instrument to an account in Australia previously notified by the Holder to the Issuer and the Registrar; and
- (c) if a payment in respect of the Debt Instrument is prohibited by law from being made in Australia, such payment will be made in an international financial centre for the account of the relevant payee, and on the basis that the relevant amounts are paid in immediately available funds, freely transferable at the order of the payee.

12.4 Other payments

If the Holder has not notified the Registrar of an account to which payments to it must be made by the close of business on the Record Date, payments in respect of the Debt Instrument will be made in the relevant jurisdiction or financial centre for the currency in which the payment is made in such manner as the Issuer may determine in its sole discretion and in no such circumstances will the Issuer be responsible for, nor will the Holder be entitled to, any additional payments for any delay in payment where the Holder has not notified the Registrar of an account for payment.

12.5 Payments subject to law

All payments are subject in all cases to:

- (a) any applicable fiscal or other laws and directives in any jurisdiction, but without prejudice to the provisions of Condition 13 ("Taxation"); and

- (b) any withholding or deduction made under or in connection with, or to ensure compliance with FATCA.

12.6 Payments on business days

If a payment is due on a day which is not a Business Day then the due date for payment is adjusted in accordance with the applicable Business Day Convention.

The Holder is not entitled to any additional payment in respect of that delay.

12.7 Currency indemnity

The Issuer waives any right it has in any jurisdiction to pay an amount other than in the currency in which it is due. However, if a Holder receives an amount in a currency other than that in which it is due:

- (a) it may convert the amount received into the due currency (even though it may be necessary to convert through a third currency to do so) on the day and at such rates (including spot rate, same day value rate or value tomorrow rate) as it reasonably considers appropriate. It may deduct its usual costs in connection with the conversion; and
- (b) the Issuer satisfies its obligation to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

13 Taxation

13.1 No set-off, counterclaim or deductions

All payments of principal and interest in respect of the Debt Instruments by the Issuer will be made in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless required by law.

13.2 Withholding tax

Subject to Condition 13.3 ("Withholding tax exemptions"), if a law requires the Issuer to withhold or deduct an amount in respect of Taxes from a payment in respect of the Debt Instruments such that the Holder would not actually receive on the due date the full amount provided for under the Debt Instruments, then:

- (a) the Issuer agrees to deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below); and
- (b) if the amount deducted or withheld is in respect of Taxes imposed by a Relevant Tax Jurisdiction, the Issuer will pay such additional amounts so that, after making the deduction and further deductions applicable to additional amounts payable under this Condition, each Holder is entitled to receive (at the time the payment is due) the amount it would have received if no deductions or withholdings had been required to be made.

13.3 Withholding tax exemptions

The Issuer is not required to pay an Additional Amount under Condition 13.2(b) ("Withholding tax") if the obligation to do so arises as a result of any one or more of the following:

- (a) the deduction is required in respect of Taxes by reason of the Holder having some connection with a Relevant Tax Jurisdiction other than the mere holding of the Debt Instrument or receipt of payment in respect of the Debt Instrument;

- (b) the deduction is required as a result of Taxes which would not be required to be deducted by the Holder (or the person making a payment on its behalf) if they:
 - (i) provided the Issuer, its agent or any tax authority with their name, address, registration number or similar details or any relevant tax exemption or similar details; or
 - (ii) ensured that any third party complied with any other statutory requirements (such as making a declaration of non-residence or similar claim) for any relevant tax exemption;
- (c) presented for payment (to the extent that presentation is required) or otherwise arranging to receive payment more than 30 days after the relevant payment date except to the extent that the Holder would have been entitled to such additional amounts on presenting the same for payment (to the extent that presentation is required), or otherwise arranging to receive payment, on the thirtieth such day;
- (d) with respect to any Taxes that would not have been imposed but for a failure by the Holder (or the person making a payment on its behalf) to comply with any certification, information, identification, documentation or other reporting requirements (including entering into and complying with an agreement with the U.S. Internal Revenue Service) imposed pursuant to FATCA as in effect on the date of issuance of the Debt Instruments or any successor or amended version of these provisions (to the extent such successor or amended version is not materially more onerous than these provisions as enacted on such date); or
- (e) in any other circumstances specified in the Supplement.

The obligation of the Issuer to pay additional amounts in respect of taxes, duties, assessments and governmental charges shall not apply to:

- (i) any estate, inheritance, gift, sales, transfer, personal property or any similar tax, assessment or other governmental charge;
- (ii) any tax, assessment or other governmental charge which is payable otherwise than by deduction or withholding from payments of principal of or interest on the Debt Instruments; or
- (iii) a payment on a Debt Instrument to a holder that is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner would not have been entitled to the additional amount had such beneficiary, settlor, member or beneficial owner been the holder of such Debt Instrument.

14 Time limit for claims

A claim against the Issuer for a payment under a Debt Instrument is void unless made within 10 years (in the case of principal) or 5 years (in the case of interest and other amounts) from the date on which payment first became due.

Part 6 Events of Default

15 Events of Default

15.1 Events of Default - Senior Debt Instruments

This Condition 15.1 applies to Senior Debt Instruments only.

Each of the following is an Event of Default in respect of the Senior Debt Instruments:

- (a) default is made in the payment of any amount of principal or interest in respect of any of the Senior Debt Instruments on the due date for payment thereof and such default remains unremedied for, in the case of default in the payment of principal, seven days, or, in the case of default in the payment of interest, 14 days thereafter;
- (b) default is made in the performance or observance of any other obligation of the Issuer under or in respect of the Senior Debt Instruments, the Debt Instrument Deed Poll or an Agency Agreement and such default remains unremedied for 30 days after written notice thereof has been delivered to the Issuer;
- (c)
 - (i) any Indebtedness (as defined below) of the Issuer in aggregate exceeding U.S.\$10,000,000 (or its equivalent in one or more currencies) is not paid when due or, as the case may be, within any originally applicable grace period;
 - (ii) any such Indebtedness becomes due and payable prior to its stated maturity as a result of a default in respect of the terms thereof; or
 - (iii) the Issuer fails to pay on the expiry of any originally applicable grace period any amount payable by it under any Surety (as defined below);
- (d) a distress, attachment, execution, seizure before judgment or other legal process is levied, enforced or sued out upon or against the whole or a material part of the assets or revenues of the Issuer and is not discharged or stayed within 30 days;
- (e) a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or a material part of the undertaking, assets and revenues of the Issuer;
- (f)
 - (i) the Issuer becomes insolvent or is unable to pay its debts as they fall due;
 - (ii) an administrator or liquidator of the Issuer, or of the whole or any part of the undertaking, assets and revenues of the Issuer, is appointed (or application for any such appointment is made (or documents filed with a court) and is not withdrawn within 30 days thereafter);
 - (iii) the Issuer takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its Indebtedness or any Surety given by it;
 - (iv) the Issuer ceases or threatens to cease to carry on all or any substantial part of its business;
 - (v) the Issuer ceases to be a foreign exchange bank with a general banking licence in Korea;

- (g) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution of the Issuer; or
- (h) any event occurs which under the laws of Korea has an analogous effect to any of the events referred to in sub-paragraphs (d) to (g) above;
- (i) any action, condition or thing at any time required to be taken, fulfilled or done in order:
 - (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Senior Debt Instruments, the Debt Instrument Deed Poll or an Agency Agreement;
 - (ii) to ensure that those obligations are legal, valid, binding and enforceable; or
 - (iii) to make the Senior Debt Instruments, the Debt Instrument Deed Poll or an Agency Agreement admissible in evidence in the courts of Korea (other than their translation into the Korea language),
 is not taken, fulfilled or done;
- (j) it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under or in respect of any of the Senior Debt Instruments, the Debt Instrument Deed Poll or an Agency Agreement;
- (k)
 - (i) all or any substantial part of the undertaking, assets and revenues of the Issuer is condemned, seized or otherwise appropriated by any person acting or purporting to act under the authority of any national, regional or local government of Korea; or
 - (ii) the Issuer is prevented by any such person from exercising normal control over all or any material part of its undertaking, assets and revenues; or
- (l) Korea has neither ownership (directly or indirectly) of at least 50.0% plus one share of the issued share capital of the Issuer nor control (directly or indirectly) of the Issuer or for any reason fails to provide the financial support to the Issuer stipulated by Article 43 of the Industrial Bank of Korea Act 1961 as amended (**"Article 43"**) or Article 43 is amended, modified or supplemented in a manner which materially prejudices the interests of the Holders as determined by an independent investment bank active in the Korean bond market selected by the Issuer and approved in writing by the Registrar, or Article 43 is repealed.

For the purposes of this Condition 15.1:

"Indebtedness" means all obligations created, incurred or assumed by the Issuer for the payment or repayment of moneys relating to or in connection with:

- (a) any indebtedness of the Issuer in respect of moneys borrowed by it;
- (b) any indebtedness of the Issuer under acceptance or documentary credit facilities;
- (c) any indebtedness of the Issuer under bills, bonds, debentures, notes or similar instruments on which the Issuer is liable;
- (d) any obligations of the Issuer under leases which in accordance with accounting principles generally accepted in Korea are required to be capitalised for financial reporting purposes;

- (e) any indebtedness of the Issuer (whether actual or contingent) for moneys owing under any instrument entered into by the Issuer in respect of the acquisition cost of assets payment of which is deferred for a period in excess of six months after acquisition thereof, and
- (f) indebtedness of the Issuer (actual or contingent) under guarantees, security, indemnities or other commitments designed to assure any creditors in respect of the payment of any indebtedness of any other person; and

“Surety” means any obligation of any Person to pay an Indebtedness of another Person(s) including, without limitation:

- (a) any obligation to purchase such Indebtedness;
- (b) any obligation to lend or give money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (c) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (d) any other agreement to be responsible for such Indebtedness.

15.2 Events of Default - Subordinated Debt Instruments

This Condition 15.2 applies to Subordinated Debt Instruments only.

It is an Event of Default in respect of the Subordinated Debt Instruments if a Bankruptcy Event or the liquidation of the Issuer occurs and is continuing (and provided that a Trigger Event has not occurred and is continuing).

15.3 Consequences of an Event of Default

(a) Senior Debt Instruments

If an Event of Default occurs and is continuing in relation to the Senior Debt Instruments, then Holders who alone or together hold at least 25% in nominal amount of the Senior Debt Instruments then outstanding may, by written notice to the Issuer at the office of the Registrar declare that the Senior Debt Instruments are, and they shall thereupon become, immediately due and repayable, at their Early Redemption Amount, together with accrued interest (if any).

(b) Subordinated Debt Instruments

(i) If an Event of Default occurs and is continuing in relation to the Subordinated Debt Instruments, the only action the Holders of the Subordinated Debt Instruments may take in Korea against the Issuer in connection with acceleration of the Subordinated Debt Instruments is to prove claims in the liquidation or other applicable proceedings in respect of the Issuer in Korea (subject to the satisfaction of the relevant requirements of applicable laws).

(ii) In the event that the Issuer fails to pay the principal of the Subordinated Debt Instruments when such principal becomes due in accordance with the terms of the Subordinated Debt Instruments and the Debt Instrument Deed Poll (whether at maturity, upon acceleration or redemption or otherwise) or fails to pay any interest or other amounts in respect of the Subordinated Debt Instruments within seven days after any such amount becomes due in accordance with the terms of the Subordinated Debt Instruments and the Debt Instrument Deed Poll, there is no right of acceleration of the payment of principal of the Subordinated Debt Instruments. In such event, and provided

that no Trigger Event has occurred or is continuing, a Holder of the Subordinated Debt Instruments may pursue any other rights that a Holder of the Subordinated Debt Instruments may have at law or equity with respect to sums due and unpaid, including the right to prove claims in the liquidation or other applicable proceedings in respect of the Issuer in Korea (subject to the satisfaction of the relevant requirements of applicable laws).

15.4 Notification

If an Event of Default occurs, the Issuer must promptly after becoming aware of it notify the Registrar of the occurrence of the Event of Default (specifying details of it) and use its reasonable endeavours to ensure that the Registrar promptly notifies Holders, each other Agent and any stock or securities exchange or other relevant authority on which the Debt Instruments are listed, quoted and/or traded of the occurrence of the Event of Default.

Part 7 General

16 Agents

16.1 Role of Agents

In acting under an Agency Agreement, each Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any Holder.

16.2 Appointment and replacement of Agents

Each initial Agent for a Series of Debt Instruments is specified in the Supplement. Subject to Condition 16.4 ("Required Agents"), the Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor.

16.3 Change of Agent

Notice of any change of an Agent or its Specified Offices must promptly be given to the Holders by the Issuer or the Agent on its behalf.

16.4 Required Agents

The Issuer must, in respect of each Series of Debt Instruments:

- (a) at all times maintain a Registrar; and
- (b) if a Calculation Agent is specified in the Supplement, at all times maintain a Calculation Agent.

17 Meetings of Holders

The Meetings Provisions contain provisions (which have effect as if incorporated in these Conditions) for convening meetings of the Holders of any Series to consider any matter affecting their interests, including any variation of these Conditions.

18 Variation**18.1 Variation with consent**

Unless Condition 18.2 (“Variation without consent”) applies, any Condition may be varied by the Issuer with prior approval from the Holders by Extraordinary Resolution in accordance with the Meetings Provisions.

18.2 Variation without consent

Any Condition may be amended by the Issuer without the consent of the Holders if the amendment:

- (a) is of a formal, minor, administrative or technical nature;
- (b) is made to correct a manifest error;
- (c) is made to give effect to any successor rate or alternative rate for the BBSW Rate or AONIA Rate as provided in Condition 8.5 (“Benchmark Rate Determination”);
- (d) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision and, in the reasonable opinion of the Issuer, is not materially prejudicial to the interests of the Holders;
- (e) is to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated; or
- (f) only applies to Debt Instruments issued by it after the date of amendment.

19 Further issues

The Issuer may from time to time, without the consent of the Holders, issue further Debt Instruments having the same Conditions as the Debt Instruments of any Series in all respects (or in all respects except for the Issue Price, Issue Date and the first payment of interest) so as to form a single series with the Debt Instruments of that Series.

20 Notices**20.1 Notices to Holders**

All notices and other communications to Holders must be in writing and must be left at the address of or sent by prepaid post (airmail, if appropriate) or email to the address of the Holder (as shown in the Register at the close of business on the day which is 3 Business Days before the date of the notice or communication).

They may also be:

- (a) given by an advertisement published in the *Australian Financial Review* or *The Australian*; or
- (b) if the Supplement specifies an additional or alternate newspaper, given by an advertisement published in that newspaper.

In addition, for so long as Debt Instruments are held on behalf of a Clearing System, notices or communications to Holders may also be given by delivery to that Clearing System for communication by it to the Holders in accordance with the applicable rules and regulations of that Clearing System (including, in the case of the Austraclear System, the Austraclear

Regulations). Any such communication shall be deemed to have been given to the Holders on the day on which the said notice was given to the relevant Clearing System.

20.2 Notices to the Issuer and the Agents

All notices and other communications to the Issuer or an Agent must be in writing and may be left at the address of, or sent by prepaid post (airmail, if appropriate) to, the Specified Office of the Issuer or the Agent or email to the email address of the addressee specified:

- (a) in the Information Memorandum; or
- (b) as otherwise agreed between those parties from time to time and notified to the Holders.

20.3 When effective

Notices and other communications take effect from the time they are taken to be received unless a later time is specified in them.

20.4 Deemed receipt - publication in newspaper

If published in a newspaper, a notice or other communication is taken to be received on the first date that publication has been made in all the required newspapers.

20.5 Deemed receipt - postal

If sent by post, notices or other communications are taken to be received five days after posting (or seven days after posting if sent to or from a place outside Australia).

20.6 Deemed receipt - email

If sent by email, notices or other communications are taken to be received at the time the sender receives an automated message confirming delivery or four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

20.7 Deemed receipt - general

Despite Conditions 20.4 ("Deemed receipt - publication in newspaper"), 20.5 ("Deemed receipt - postal") or 20.6 ("Deemed receipt - email"), if notices or other communications are received after 5.00 pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00 am on the next Business Day.

21 Governing law

21.1 Governing law

Debt Instruments are governed by the law in force in New South Wales except that, Condition 4.2 ("Status of Subordinated Debt Instruments") and Condition 4.3 ("Subordination") shall be governed by, and construed in accordance with, the relevant laws in force in Korea.

21.2 Jurisdiction

The Issuer submits, and each Holder is taken to have submitted, to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. The Issuer waives any right it has to object to a suit, action or proceedings ("**Proceedings**") being brought in those courts including by claiming that the Proceedings have been brought in an inconvenient forum or that those courts do not have jurisdiction.

21.3 Serving documents

Without preventing any other method of service, any document in any Proceedings may be served on the Issuer or a Holder by being delivered or left with its process agent referred to in Condition 21.4 (“Agent for service of process”).

21.4 Agent for service of process

The Issuer appoints Dabserv Corporate Services Pty Ltd (ABN 73 001 824 111) of Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000, Australia, as its agent to receive any document referred to in Condition 21.3. If for any reason that person ceases to be able to act as such, the Issuer will immediately appoint another person with an office located in New South Wales to act as its agent to receive any such document and promptly notify the Registrar and the Holders of such appointment.

21.5 Waiver

The Issuer hereby irrevocably and unconditionally waives with respect to the Debt Instruments any right to claim sovereign or other immunity from jurisdiction or execution and any similar defence and irrevocably and unconditionally consents to the giving of any relief or the issue of any process, including without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Proceedings.

Form of Supplement

The Supplement to be issued in respect of each Tranche of Debt Instruments will be substantially in the form set out below and will be duly completed to reflect the particular terms of the relevant Debt Instruments and their issue.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRIPs Regulation**”) for offering or selling the Debt Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No. 2017/565 as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No. 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law of the UK by virtue of EUWA. Consequently no key information document required by Regulation (EU) No. 1286/2014 as it forms part of domestic law of the UK by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Debt Instruments or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[MiFID II Product Governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Debt Instruments has led to the conclusion that: (i) the target market for the Debt Instruments is eligible counterparties and professional clients only, each as defined in [MiFID II / Directive 2014/65/EU (as amended, “**MiFID II**”)]; and (ii) all channels for distribution of the Debt Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a “**distributor**”) should take into consideration the manufacturer[’s/’s] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the manufacturer[’s/’s] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR Product Governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Debt Instruments has led to the conclusion that: (i) the target market for the Debt Instruments is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No. 600/2014 as it forms part of domestic law of the UK by virtue of the [EUWA / European Union (Withdrawal) Act 2018] (“**UK MiFIR**”); and (ii) all channels for distribution of the Debt Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a “**distributor**”) should take into consideration the manufacturer[’s/’s] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the manufacturer[’s/’s] target market assessment) and determining appropriate distribution channels.]

[Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore (the “SFA”)] – The Issuer has determined and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA) that the Debt Instruments are [prescribed capital markets products / capital markets products other than prescribed capital markets products] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and [Excluded Investment Products/Specified Investment Products] (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

Series No.: [●]

Tranche No.: [●]

The date of this Supplement is [●].



Industrial Bank of Korea

(Incorporated with limited liability under the laws of the Republic of Korea)

A\$[●] Debt Instrument Issuance Programme

Issue of

[Aggregate Principal Amount of Tranche]

[Title of Debt Instruments]

(“Debt Instruments”)

This Supplement (as referred to in the Information Memorandum dated [●] (“**Information Memorandum**”) in relation to the above Programme) relates to the Tranche of Debt Instruments referred to above. It is supplementary to, and should be read in conjunction with the Debt Instrument Deed Poll executed by the Issuer dated [●] and the Information Memorandum. Terms defined in the Conditions of the Debt Instruments as set out in the Information Memorandum have the same meaning when used in this Supplement. A reference to a “**Condition**” in this Supplement is a reference to the corresponding Condition as set out in the Information Memorandum.

This Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Debt Instruments or the distribution of this Supplement in any jurisdiction where such action is required.

The Issuer is neither a bank nor an authorised deposit taking institution which is authorised under the Banking Act 1959 of Australia (“Australian Banking Act”) nor is it supervised by the Australian Prudential Regulation Authority (“APRA”). The Debt Instruments are not the obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia. No Debt Instruments shall be “protected accounts” or “deposit liabilities” within the meaning of the Australian Banking Act and an investment in any Debt Instruments issued by the Issuer will not be covered by the depositor protection provisions in section 13A of the Australian Banking Act and will not be covered by the Australian Government’s bank deposit guarantee (also commonly referred to as the Financial Claims Scheme).

Each offer to purchase or invitation to buy Debt Instruments in Australia (i) will constitute an offer or invitation which does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act 2001 of Australia (“Corporations Act”) such that the amount payable by each person who subscribes for or purchases Debt Instruments must be at least A\$500,000 (disregarding moneys lent by the offeror or its associates), and (ii) and will comply with Banking exemption No. 1 of 2018 dated 21 March 2018 promulgated by APRA as if it applied to the Issuer *mutatis mutandis* (and which requires all offers and transfers of any parcels of Debt Instruments to be for an aggregate principal amount of at least A\$500,000).

In addition, the Debt Instruments have not been and will not be registered under the United States Securities Act of 1933, as amended (“Securities Act”) or the securities laws of any state in the United States. Debt Instruments may not be offered, sold or delivered at any time directly or indirectly within the United States or to or for the account of U.S. persons (as defined in Regulation S under the Securities Act) unless registered under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act and applicable U.S. tax law requirements are satisfied. For a description of certain restrictions on offers and sales of Debt Instruments and on distribution of this Supplement, see the section of the Information Memorandum entitled “*Selling Restrictions*” [and as set out below].

The particulars to be specified in relation to the Tranche of Debt Instruments referred to above are as follows:

- | | | | |
|----|---|---|--|
| 1 | Issuer | : | Industrial Bank of Korea |
| 2 | Type of Debt Instruments | : | [Fixed Rate / Floating Rate / Zero Coupon / Index Linked Debt Instrument / Index Linked Redemption Debt Instrument / Instalment / other] |
| 3 | If to form a single Series with an existing Series, specify the existing Series and the date on which all Debt Instruments of the Series become fungible, if not the Issue Date | : | [Specify] |
| 4 | Method of distribution | : | [Private / Syndicated] Issue |
| 5 | Lead Manager | : | [Name(s)] |
| 6 | Purchasing Dealer[s] | : | [Name] |
| 7 | Principal amount of Tranche | : | [Specify] |
| 8 | Issue Date | : | [Specify] |
| 9 | Purchase Price | : | [Specify] |
| 10 | Currency and denomination | : | [Specify currency and amount] |
| 11 | Maturity Date | : | [Specify] |
| 12 | Status of the Debt Instruments | | [Senior/Tier I Subordinated/Tier II Subordinated.]

<i>[If nothing is specified, Debt Instruments will be Senior Debt Instruments. If subordinated, specify provisions of such subordination (Condition 4.2).]</i> |
| 13 | If the Debt Instruments are Fixed Rate Debt Instruments | : | Condition 7 applies: [Yes / No] |
| | Fixed Coupon Amount | : | [Specify] |
| | Interest Rate | : | [Specify] |
| | Interest Commencement Date | : | [Issue Date / Specify] |
| | Interest Payment Dates | : | [Specify] |
| | Business Day Convention | : | [Following Business Day Convention / Preceding Business Day Convention / No Adjustment / other] |

- Day Count Fraction : [Specify]
- 14 If the Debt Instruments are Floating Rate Debt Instruments : Condition 8 applies: [Yes / No]
- Interest Commencement Date : [Issue Date / Specify]
- Interest Rate Determination : [Specify either Screen Rate Determination / Benchmark Rate Determination (BBSW Rate Determination) / Benchmark Rate Determination (AONIA Rate Determination)]
- Interest Rate : [Specify]
- Interest Payment Dates : [Specify dates or the Specified Period]
- Business Day Convention : [Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment / other]
- Margin : [Specify] (state if positive or negative)
- Day Count Fraction : [Specify]
- Fallback Interest Rate : [Specify / Not Applicable]
- [If Screen Rate Determination applies, specify]*
- [Relevant Screen Page : [Specify]
- Relevant Time : [Specify]
- Reference Rate : [Specify]
- Reference Banks : [Specify]
- Interest Determination Date : [Specify]]
- [If Benchmark Rate Determination (BBSW Rate Determination) applies, specify]*
- [BBSW Rate : [As per Condition 8.5 / Set out any variation to the Conditions]]
- [If Benchmark Rate Determination (AONIA Rate Determination) applies, specify]*
- [AONIA Rate : [As per Condition 8.5 / Set out any variation to the Conditions]]
- Maximum and Minimum Interest Rate: : [Not Applicable / Specify]
- Default Rate : [Specify (In the case of interest-bearing Debt Instruments, specify rate of interest applying to overdue amounts (if different to usual Interest Rate))]
- Rounding : [As per Condition 10.6 / Specify other]

- Relevant Financial Centre : [Applicable (specify) / Not Applicable]
- Linear Interpolation : [Applicable / Not Applicable] [If applicable, provide details]
- 15 If Debt Instruments are Structured Debt Instruments : Condition 9 applies: [Yes / No]
[Specify full interest determination provisions, including Interest Commencement Date, rate or calculation basis for interest or actual amounts of interest payable, amount and dates for payment, minimum / maximum rates / late payment default]
- 16 Amortisation Yield : [Specify] [In the case of Zero Coupon Debt Instruments, specify the Reference Price]
- 17 If Debt Instruments are Instalment Debt Instruments : [Specify details of Instalments including Instalment Amount and Instalment Dates]
- 18 If Debt Instruments are Partly Paid Debt Instruments : [Specify details]
- 19 Business Day(s) : [Specify]
- 20 Redemption Amount : [Specify any variations to the Redemption Amount as defined in the Conditions]
- 21 Early Redemption (Holder put) : [Yes, the Debt Instruments are redeemable before their Maturity Date at the option of the Holder under Condition 11.6 / No]
- (a) Early Redemption Date (Put) : [Specify]
- (b) If Redemption Amount is not the outstanding principal amount together with any interest accrued on the Debt Instruments, insert amount or full calculation provisions : [Specify]
- (c) Specify notice period for the exercise of the put option : [As per the Conditions / Specify]
- (d) Specify any relevant conditions to exercise of option : [Specify]
- 22 Early Redemption (Issuer call) : [Yes, the Debt Instruments are redeemable before their Maturity Date at the option of the Issuer under Condition 11.7 / No]

[N.B. Subordinated Debt Instruments may not be redeemed within five years of their issuance date]
- (a) Early Redemption Date (Call) : [Insert dates]

- (b) If Redemption Amount is not the outstanding principal amount together with any interest accrued on the Debt Instruments, insert amount or full calculation provisions : [Specify]
- (c) Specify notice period for the exercise of the call option : [As per the Conditions / Specify]
- (d) Specify any relevant conditions to exercise of option : [Specify]
- (e) Specify whether redemption at Issuer's option is permitted in respect of some only of the Debt Instruments and, if so, any minimum aggregate principal amount and the means by which the Debt Instruments will be selected for redemption : [Specify]
- 23 Early Redemption Amount (Tax)
- If Early Redemption Amount (Tax) is not the Redemption Amount plus interest accrued on each Debt Instrument to (but excluding) the redemption date insert amount or full calculation provisions : [As per the Conditions / Specify]
- 24 Early Redemption Amount (Default) :
- If Early Redemption Amount (Default) is not the Redemption Amount plus interest accrued on each Debt Instrument to (but excluding) the redemption date, insert amount or full calculation provisions [As per the Conditions / Specify]
- 25 Other relevant terms and conditions : [Specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included]
- 26 Registrar : [Name ABN [●]]
- 27 [Calculation Agent] : [Name ABN [●]]
- 28 Clearing System(s) : [Austraclear System / Specify others]
- 29 ISIN : [Specify]
- 30 [Common Code] : [Specify]
- 31 [Selling restrictions] : [Specify any variation to the selling restrictions]

- 32 Listing : [Not Applicable / An application has been made for the Debt Instruments to be quoted on the Australian Securities Exchange / Specify details of other listing or quotation on a relevant stock or securities exchange]
- 33 [Credit ratings] : [The Debt Instruments to be issued are expected to be assigned the following credit ratings:

[Specify].

A credit rating is not a recommendation to buy, sell or hold Debt Instruments and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Supplement and anyone who receives this Supplement must not distribute it to any person who is not entitled to receive it.]
- 34 Use of proceeds : [Specify if materially different to that set out in the Information Memorandum]

CONFIRMED

**For and on behalf of
Industrial Bank of Korea**

By:

Name:

Title:

Date:

Selling Restrictions

*Under the Amended and Restated Dealer Agreement dated 11 February 2025 between the Issuer, the Arranger and the Dealers (as amended and supplemented from time to time, “**Dealer Agreement**”), Debt Instruments will be offered by the Issuer through one or more Dealers. The Issuer has the sole right to accept any offer to purchase Debt Instruments and may reject any offer in whole or (subject to the terms of such offer) in part. Each Dealer has the right, in its discretion reasonably exercised, to reject any such offer to purchase Debt Instruments made to it in whole or (subject to the terms of such offer) in part. The Issuer is entitled under the Dealer Agreement to appoint one or more financial institutions as a dealer for a particular Tranche of Debt Instruments or the Programme generally. At the time of any appointment, each such financial institution will be required to represent and agree to the selling restrictions applicable at that time.*

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, under the Dealer Agreement that it will comply with any applicable laws and directives in any jurisdiction in which it subscribes for, offers, places, sells, or transfers Debt Instruments and that it will not directly or indirectly subscribe for, offer, place sell or transfer Debt Instruments or distribute any Information Memorandum or other offering material in relation to the Debt Instruments in any jurisdiction, except in accordance with these selling restrictions, any additional selling restrictions which are set out in the relevant Supplement and any applicable laws and directives.

None of the Issuer, the Arranger or any Dealer has represented that any Debt Instruments may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or in accordance with any available exemption, or assumes any responsibility for facilitating that sale.

In addition to the above, the following selling restrictions apply:

1 General

No action has been, or will be, taken in any jurisdiction that would permit a public offering of any of the Debt Instruments or possession or distribution of the Information Memorandum or any other offering material in any country or jurisdiction where action for that purpose is required.

Persons into whose hands come this Information Memorandum or other offering material are required by the Issuer, the Arranger and each Dealer to comply with all applicable laws and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver Debt Instruments or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any Debt Instruments under any applicable law or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resale or deliveries, in all cases at their own expense, and none of the Issuer or the Arranger or any Dealer has responsibility for such matters. In accordance with the above, any Debt Instruments purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register a further prospectus or corresponding document relating to the Debt Instruments in such jurisdiction.

In particular, there are restrictions on the distribution of this Information Memorandum and the offer or sale of Debt Instruments in Australia, the UK, the United States, Hong Kong, Japan, New Zealand, Singapore, Taiwan, Korea and a prohibition of sales to EEA and UK retail investors as set out below.

In these selling restrictions:

- “**directive**” includes a treaty, official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply; and

- “**Debt Instruments**” include interests or rights in those Debt Instruments held in the Austraclear System or any other Clearing System.

2 Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (“**Corporations Act**”)) in relation to the Programme or any Debt Instruments has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that unless the relevant Supplement (or another supplement to any Information Memorandum) otherwise provides, it:

- (a) has not made or invited, and will not make or invite, an offer of the Debt Instruments for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, any Information Memorandum or any other offering material or advertisement relating to any Debt Instruments in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency, and in either case, disregarding moneys lent by the offeror or its associates) and the offer or invitation does not otherwise require disclosure to investors under Part 6D.2 or 7.9 of the Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act;
- (iii) such action complies with any other applicable laws and directives in Australia; and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

In addition, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply with the directive issued by the Australian Prudential Regulation Authority dated 21 March 2018 as contained in Banking exemption No. 1 of 2018 which requires all offers and transfers to be in parcels of not less than A\$500,000 in aggregate principal amount. Banking exemption No. 1 does not apply to transfers which occur outside Australia.

3 The United Kingdom

Prohibition of sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Debt Instruments which are the subject of the offering contemplated by the Information Memorandum as completed by the Supplement in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or
 - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law of the UK by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law of the UK by virtue of the EUWA; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the Debt Instruments.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Debt Instruments in, from or otherwise involving the United Kingdom;
- (b) in relation to any Debt Instruments which have a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold, and will not offer or sell, any Debt Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Debt Instruments would otherwise constitute a contravention of section 19 of the FSMA by the Issuer; and
- (c) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Debt Instruments in circumstances in which section 21(1) of the FSMA does not apply to the Issuer.

4 The United States of America

The Debt Instruments have not been and will not be registered under the United States Securities Act of 1933, as amended (“**Securities Act**”).

Terms used in the following paragraphs have the meanings given to them by Regulation S under the Securities Act (“**Regulation S**”).

The Debt Instruments may not be offered, sold, delivered or transferred within the United States, its territories or possessions or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or in transactions exempt from the registration requirements of the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted under the Dealer Agreement, it will not offer, sell or deliver the Debt Instruments:

- (a) as part of their distribution at any time; and
- (b) otherwise until 40 days after completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Debt Instruments on a syndicated basis, the Lead Manager,

within the United States or to, or for the account or benefit of, U.S. persons.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will have sent to each distributor to which it sells Debt Instruments during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Debt Instruments within the United States or to, or for the account or benefit of, U.S. persons.

Until 40 days after the completion of the distribution of all Debt Instruments of the Tranche of which those Debt Instruments are a part, an offer or sale of Debt Instruments within the United States of America by any Dealer or other distributor (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the Securities Act.

5 Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Debt Instruments other than
 - (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) (as amended) of Hong Kong (“SFO”) and any rules made under the SFO; or
 - (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) (as amended) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued, or had in its possession for the purposes of issue, and will not issue, or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Debt Instruments, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Debt Instruments which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the SFO and any rules made under the SFO.

6 Japan

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the Debt Instruments have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (“**Financial Instruments and Exchange Act**”). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree,

that it has not offered or sold, and will not offer or sell, any Debt Instruments, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Law (Law No. 228 of 1949, as amended)) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other applicable laws, regulations and ministerial guidelines of Japan.

7 New Zealand

The Programme is a wholesale programme. No action has been taken to permit the Debt Instruments to be directly or indirectly offered or sold to the public, including any retail investor or otherwise under any regulated offer, in terms of the Financial Markets Conduct Act 2013 of New Zealand (“**NZ FMCA**”). In particular, no product disclosure statement or any other disclosure document under the NZ FMCA has been, or will be, prepared or lodged in New Zealand in relation to the Debt Instruments.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold, and will not offer, sell or transfer, directly or indirectly, any Debt Instruments; and
- (b) it has not distributed and will not distribute, directly or indirectly, this Information Memorandum, any offering materials or any other material that may constitute an advertisement (as defined in the NZ FMCA) in relation to any offer of Debt Instruments,

in each case in New Zealand, other than to wholesale investors within the meaning of clause 3(2)(a), (c) or (d) of Schedule 1 of the NZ FMCA, which includes a person who is an “investment business”, “large”, or a “government agency”, in each case as defined in Schedule 1 of the NZ FMCA. For the avoidance of doubt, the Debt Instruments may not be directly or indirectly offered, sold, or delivered to, among others, any “eligible investors” (as defined in clause 41 of Schedule 1 of the NZ FMCA) or to any person who, under clause 3(2)(b) of Schedule 1 of the NZ FMCA, meets the investment activity criteria specified in clause 38 of that Schedule.

In addition, each Holder is deemed to represent and agree that it will not distribute, directly or indirectly, this Information Memorandum, any offering materials or any other material that may constitute an advertisement (as defined in the NZ FMCA) in relation to any offer of the Debt Instruments in New Zealand other than to such persons as referred to above.

8 Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore.

Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Debt Instruments or caused the Debt Instruments to be made the subject of an invitation for subscription or purchase and will not offer or sell the Debt Instruments or cause the Debt Instruments to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute the Information Memorandum or any other document or material in connection with the offer or sale or invitation for subscription or purchase of the Debt Instruments, whether directly or indirectly, to any person in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “**SFA**”)) pursuant to Section 274 of the SFA; or
- (b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

9 Korea

The Debt Instruments have not been and will not be registered under the Financial Investment Services and Capital Markets Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Debt Instruments have not been offered, sold or delivered and will not be offered, delivered or sold directly or indirectly in Korea or to any resident of Korea (as defined in the Foreign Exchange Transactions Law of Korea and the regulations thereunder), or to others for reoffering or resale directly or indirectly in Korea or to any resident of Korea, except as otherwise permitted under applicable Korean laws and regulations.

Each Dealer has undertaken, and each further Dealer appointed under the Programme will be required to undertake, to ensure that any securities dealer to which it sells the Debt Instruments confirms that it is purchasing such Debt Instruments as principal and agrees with such Dealer that it will comply with the restrictions described above.

10 Prohibition of sales to EEA retail investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Debt Instruments which are the subject of the offering contemplated by the Information Memorandum as completed by the Supplement in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended); and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the Debt Instruments.

11 Taiwan

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the offer of the Debt Instruments has not been and will not be registered with the Financial Supervisory Commission of the Republic of China (“**ROC**”) pursuant to relevant securities laws and regulations and may not be sold, issued or offered within the ROC through a public offering or in a circumstance which constitutes

an offer within the meaning of the Securities and Exchange Act of the ROC that requires a registration or approval of the Financial Supervisory Commission of the ROC. No person or entity in the ROC has been authorised to offer, sell, give advice regarding or otherwise intermediate the offering and sale of any Debt Instruments in the ROC.

12 Variation

These selling restrictions may be changed by the Issuer after consultation with the Dealers including following a change in any law or directive or in its interpretation or administration by an authority or the introduction of a new law or directive. Any change will be set out in the Supplement issued in respect of the Debt Instruments to which it relates (or in another supplement to this Information Memorandum).

Taxation

Australian Taxation

*The following is a summary of the Australian withholding tax treatment under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, the “**Australian Tax Act**”), at the date of this Information Memorandum, of payments of interest on the Debt Instruments and certain other Australian tax matters.*

It is a general guide and should be treated with appropriate caution. The summary is not exhaustive and, in particular, does not deal with the position of certain classes of Holders (including, without limitation, dealers in securities, custodians or other third parties who hold Debt Instruments on behalf of any person). In addition, this summary does not consider the tax implications for persons who hold interests in the Debt Instruments through the Austraclear System, Euroclear, Clearstream, Luxembourg or another clearing system.

Prospective Holders should also be aware that particular terms of issue of any Series of Debt Instruments may affect the tax treatment of that Series of Debt Instruments. Information regarding taxes in respect of Debt Instruments may also be set out in the relevant Supplement.

This summary is not intended to be, nor should it be construed as, legal or tax advice to any particular holder of Debt Instruments. Prospective holders of Debt Instruments who are in any doubt as to their tax position should consult their professional advisers on the tax implications of an investment in the Debt Instruments for their particular circumstances.

1. Australian interest withholding tax

So long as the Issuer continues to be a non-resident of Australia and the Debt Instruments issued by it are not attributable to a permanent establishment of the Issuer in Australia, payments of principal and interest made under Debt Instruments issued by it should not be subject to Australian interest withholding tax imposed under Division 11A of Part III of the Australian Tax Act.

2. Other tax matters

Under Australian laws as presently in effect:

- (a) *stamp duty and other taxes* - no *ad valorem* stamp, issue, registration or similar taxes are payable in any Australian State or Territory on the issue or transfer of any Debt Instruments;
- (b) *other withholding taxes on payments in respect of Debt Instruments* - so long as the Issuer continues to be a non-resident of Australia and does not carry on business at or through a permanent establishment in Australia, the tax file number requirements of Part VA of the Australian Tax Act and section 12-140 of Schedule 1 to the Taxation Administration Act 1953 of Australia (“**Taxation Administration Act**”) should not apply in connection with Debt Instruments issued by the Issuer;
- (c) *supply withholding tax* - payments in respect of the Debt Instruments can be made free and clear of the “supply withholding tax” imposed under section 12-190 of Schedule 1 to the Taxation Administration Act; and
- (d) *goods and services tax (“GST”)* - neither the issue nor receipt of the Debt Instruments will give rise to a liability for GST in Australia on the basis that the supply of Debt Instruments will comprise either an input taxed financial supply, a GST-free supply or a supply that is outside the scope of GST law. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Debt Instruments, would give rise to any GST liability in Australia.

Korean Taxation

*The following is a general summary of the current tax law and practice in the Republic of Korea (“**Korean Law**”). It does not purport to be a complete summary of Korean tax law and practice currently applicable and does not constitute legal or tax advice. All prospective investors in the Debt Instruments are advised to consult their own tax advisers with respect to the tax consequences under the tax laws of the country in which they are resident, of the purchase, ownership or disposition of the Debt Instruments or any interest therein.*

The taxation of non-resident individuals and non-Korean corporations (“**Non-Residents**”) depends on whether they have a Permanent Establishment (as defined under Korean law and applicable tax treaty) in Korea to which the relevant Korean source income is attributable or with which such income is effectively connected. Non-Residents without such a Permanent Establishment in Korea are taxed in the manner described below. Non-Residents with such Permanent Establishments are taxed in accordance with different rules.

Tax on Interest

In principle, interest paid to a Non-Resident by a Korean company is subject to withholding of Korean income or corporation tax unless exempted by relevant laws or tax treaties.

The Special Tax Treatment Control Law (the “**STTCL**”) exempts interest on bonds or debt instruments (including the Debt Instruments) denominated in a foreign currency issued outside of Korea by a Korean corporation (excluding payments to a Korean resident, Korean corporation or a Permanent Establishment of a foreign corporation) from Korean income or corporation tax. The local income tax referred to below is also therefore eliminated. The term “bonds or notes denominated in a foreign currency issued outside of Korea” in this context is not defined under the STTCL. However, pursuant to an authoritative interpretation released in 2019 by the Korean tax authorities, “overseas issuance” under the STTCL constitutes a series of actions, including the filing and acceptance of investment reports, payment procedures, investment recommendations, public offerings, private placements, public sales, subscriptions, solicitation of bonds and execution of agreements, taken place overseas in connection with the issuance of foreign currency denominated bonds, where the investors of the bonds are Non-Residents.

Accordingly, if not exempt under the STTCL, interest on the Debt Instruments will be subject to withholding of Korean income or corporation tax at the rate of 14% for a Non-Resident. In addition, a local income tax is imposed at the rate of 10% of the income or corporation tax (raising the total tax rate to 15.4%).

Tax is withheld by the payer of the interest and a Non-Resident who had suffered the withholding of Korean tax is entitled to claim a refund of any over-withheld tax directly from the Korean tax authorities with satisfactory evidence within five years from the eleventh day of the month following the month in which the payments of interest have been made.

Tax rates may be reduced or exempted by applicable tax treaties, conventions or agreements between Korea and the country of the recipient of the interest. The relevant tax treaties are summarised below.

For a Non-Resident to obtain the benefits of treaty-reduced tax rates on Korean source interest under an applicable tax treaty, Korean tax law requires such Non-Resident (or its agents) to submit to the payer of such interest an application for entitlement to reduced tax rates together with such evidence of the Non-Resident's tax residence as the Korean tax authorities may require in support of the claim for treaty protection prior to receipt of such Korean source income. Subject to certain exceptions, an overseas investment vehicle (which is defined as an organisation established in a foreign jurisdiction that manages funds collected through investment solicitation by way of acquiring, disposing or otherwise investing in proprietary targets and then distributes the outcome of such management to investors) must collect from each of its beneficial owners an application for entitlement to reduced tax rates and submit a report of overseas investment vehicle to the payer of the interest, together with a detailed statement on the beneficial owner of the income.

Further, in order to obtain a benefit of tax exemption available under an applicable tax treaty, a Non-Resident should submit an application for tax exemption to the payer of Korean source interest, which payer should in turn submit such application for tax exemption to the relevant Korean tax authority by the ninth day of the month following the month in which the first payment occurred, together with a certificate of the Non-Resident's tax residence issued by a competent authority of the Non-Resident's residence country. If the amount of tax reduction or exemption (including the amount of reduction or exemption within the period of one year retroactively from the last day of the month in which the interest payment date falls) for a non-resident corporation is 1 billion Won or more, such non-resident corporation must additionally submit (i) the names and addresses of the members of its board of directors, (ii) personal details and current equity holdings of its shareholders and (iii) its audit reports for the past three years. Subject to certain exceptions, an overseas investment vehicle must collect from each of its beneficial owners an application for tax exemption, together with a certificate of tax residence of the beneficial owner and submit a report of overseas investment vehicle to the payer of the interest, together with a detailed statement on the beneficial owner of the income and its beneficial owners' applications for tax exemption. However, this requirement does not apply to any exemption under Korean tax law.

In addition, starting from 1 January 2020, if such overseas investment vehicle is deemed as a beneficial owner, it is required to submit to the payer of such Korean source income a report of overseas investment vehicle including a schedule of investors in each country, together with the aforementioned application (i.e., application for entitlement to reduced tax rates or application for tax exemption) and the certificate of tax residence in order to receive the benefit of treaty-reduced tax rates or tax exemption pursuant to an applicable tax treaty.

Tax on Capital Gains

Korean tax laws currently exclude from Korean taxation gains made by a Non-Resident without a Permanent Establishment in Korea from the sale of Debt Instruments to Non-Residents (unless the sale is to the Non-Resident's Permanent Establishment in Korea). In addition, capital gains earned by Non-Residents from the transfer of Debt Instruments taking place outside of Korea are currently exempt from taxation by virtue of the STTCL, provided that the offering of the Debt Instruments is deemed to be an overseas issuance under the STTCL.

If the exclusion or exemption from Korean taxation referred to above ceases to be in effect, in the absence of an applicable treaty or any other special tax laws reducing or eliminating capital gains tax, the applicable rate of tax would be the lower of 11% (including local income tax) of the gross realisation proceeds (the "**Gross Realisation Proceeds**") or (subject to the production of satisfactory evidence of the acquisition cost and certain direct transaction costs of the relevant Korean securities) 22% (including local income tax) of the gain made. The gain is calculated as the Gross Realisation Proceeds less the acquisition cost and certain direct transaction costs. There is no provision under relevant Korean law for offsetting gains and losses or otherwise aggregating transactions for the purpose of computing the net gain attributable to sales of Korean securities.

Unless the seller can claim the benefit of an exemption or a reduced rate of tax under an applicable treaty or in the absence of the seller producing satisfactory evidence of its acquisition cost and certain direct transaction costs in relation to the Korean securities being sold, the purchaser or the securities company, as applicable, must withhold an amount equal to 11% (including local income tax) of the Gross Realisation Proceeds. Any withheld tax must be paid no later than the tenth day of the month following the month in which the payment for the purchase of the relevant Korean securities occurred. Failure to timely transmit the withheld tax to the Korean tax authorities technically subjects the purchaser or the securities company to penalties under Korean tax law.

In order to obtain the benefit of reduced rates of withholding tax under an applicable tax treaty, a Non-Resident seller should submit to the purchaser prior to or at the time of payment an application for entitlement to reduced tax rates together with such evidence of tax residence of the seller as the Korean tax authorities may require in support of the claim for treaty protection. Subject to certain exceptions, an overseas investment vehicle must collect from each of its beneficial owners an application for entitlement to reduced tax rates and submit a report of overseas investment vehicle to the purchaser, together with a detailed statement on the beneficial owner of the income. Further, Korean tax law requires a Non-Resident seller to submit to the purchaser or the securities company, as applicable, the application for tax exemption with a certificate of tax residence of the Non-Resident seller issued by a

competent authority of the Non-Resident seller's country of residence. Such purchaser or securities company should in turn submit such application for tax exemption to the relevant Korean tax authority by the ninth day of the month following the month in which the first payment occurred in order to obtain the benefit of a tax treaty exemption. Subject to certain exceptions, an overseas investment vehicle must collect from each of its beneficial owners an application for tax exemption, together with a certificate of tax residence of the beneficial owner and submit a report of overseas investment vehicle to the purchaser or the securities company, as the case may be, together with a detailed statement on the beneficial owner of the income and its beneficial owners' applications for tax exemption. However, this requirement will not be applied to the exemption under Korean tax law.

In addition, starting from 1 January 2020, if such overseas investment vehicle is deemed as a beneficial owner, it is required to submit to the payer of such Korean source income a report of overseas investment vehicle including a schedule of investors in each country, together with the aforementioned application (i.e., application for entitlement to reduced tax rates or application for exemption) and the certificate of tax residence in order to receive the benefit of treaty-reduced tax rates or tax exemption pursuant to an applicable tax treaty.

Inheritance Tax and Gift Tax

Korean inheritance tax is imposed upon (a) all assets (wherever located) of the deceased if at the time of death the deceased was domiciled or resided in Korea for at least 183 days immediately prior to death and (b) all property located in Korea which passes on death (irrespective of the domicile of the deceased). Gift tax is imposed in similar circumstances to the above. The taxes are imposed if the value of the relevant property is above a certain limit and the tax amount varies from the rate of 10% to 50% according to the value of the relevant property and the identity of the persons involved. At present, Korea has not entered into any tax treaties regarding its inheritance or gift taxes.

Under Korean inheritance and gift tax laws, debt instruments issued by Korean corporations are deemed located in Korea irrespective of where they are physically located or by whom they are owned.

Stamp Duty

No stamp, issue or registration duties will be payable in Korea by the holders of the Debt Instruments in connection with the issue of the Debt Instruments except for a nominal amount of stamp duty on certain documents executed in Korea. No securities transaction tax will be imposed on the transfer of the Debt Instruments.

Tax Treaties

At the date of this Information Memorandum, Korea has tax treaties with *inter alia*, Albania, Algeria, Australia, Austria, Azerbaijan, Bangladesh, Belarus, Belgium, Brazil, Bulgaria, Canada, Chile, China, Croatia, the Czech Republic, Denmark, Egypt, Estonia, Fiji, Finland, France, Germany, Greece, Hungary, Iceland, India, Indonesia, Iran, Ireland, Israel, Italy, Japan, Jordan, Kazakhstan, Kuwait, the Lao People's Democratic Republic, Latvia, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Mongolia, Morocco, Myanmar, Nepal, the Netherlands, New Zealand, Norway, Oman, Pakistan, Panama, Papua New Guinea, the Philippines, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Singapore, Slovakia, Slovenia, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Thailand, Tunisia, Turkey, Ukraine, the United Arab Emirates, the United Kingdom, the United States of America, Uruguay, Uzbekistan, Venezuela and Vietnam. Under these treaties, the rate of withholding tax on interest generally is reduced to a rate ranging from 5% to 16.5% (including local income tax) and the tax on capital gains is often eliminated.

Each holder of the Debt Instruments should inquire whether he or she is entitled to the benefit of a tax treaty with Korea with respect to any transaction involving the Debt Instruments. It is the responsibility of the party claiming the benefits of a tax treaty in respect of interest payments to file with the Issuer, the purchaser or the securities company, as applicable, a certificate as to his or her tax residence. In the absence of sufficient proof, the Issuer, the purchaser or the securities company, as applicable, must withhold taxes in accordance with the above discussion.

U.S. Foreign Account Tax Compliance Act and OECD Common Reporting Standard

FATCA

Pursuant to Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (“**FATCA**”), holders and beneficial owners of the Debt Instruments may be required to provide to a financial institution in the chain of payments on the Debt Instruments information and tax documentation regarding their identities, and in the case of a holder that is an entity, the identities of their direct and indirect owners, and this information may be reported to relevant tax authorities, including the United States Internal Revenue Service (“**IRS**”). Moreover, the Issuer, the Agent, and other financial institutions through which payments are made, may, in the future, be required to withhold U.S. tax at a 30% rate on “foreign passthru payments” (a term not yet defined) paid to an investor who does not provide information sufficient for the institution to determine whether the investor is a U.S. person or should otherwise be treated as holding a “United States account” of the institution, or to an investor that is, or holds the Debt Instruments directly or indirectly through, a non-U.S. financial institution that is not in compliance with FATCA. Under a grandfathering rule, this withholding tax will not apply unless the relevant Debt Instruments that are not treated as equity for U.S. federal income tax purposes are issued or materially modified after the date that is six months after the date on which final U.S. Treasury Regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register. Neither the Issuer nor any Agent will pay any additional amounts on account of any such withholding tax.

The Republic of Korea has signed an intergovernmental agreement with the United States relating to FATCA which may require the Issuer to comply with certain reporting requirements. Certain holders of the Debt Instruments therefore may be required to provide information and tax documentation regarding their identities, as well as that of their direct and indirect owners, and this information may be reported to the Korean government and ultimately to the IRS.

Common Reporting Standard

The Republic of Korea has also signed, along with over 90 other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (“**CRS**”). Korea and Australia have implemented legislation to give effect to the CRS. CRS requires financial institutions to identify, and report information in respect of, specified persons who are resident in the jurisdictions that sign and implement the CRS. Each owner of an interest in Debt Instruments may be required to provide the Issuer information necessary to comply with CRS and potential obligations under local law.

The Republic of Korea may enter into additional agreements with other countries in the future, and additional countries may adopt the CRS, which is likely to further increase the reporting obligations of the Issuer. As the OECD initiative develops, further intergovernmental agreements may be entered into by the Republic of Korea.

Prospective investors should consult their own tax advisers regarding the potential implications of FATCA, CRS and other similar systems for collecting and reporting account information as well as how FATCA and CRS may apply to their investment in the Debt Instruments.

Directory

Issuer

Industrial Bank of Korea

79, Eulji-ro
Jung-gu
Seoul 04541
Republic of Korea

Telephone: + 822 729 6953
Email: ibktreasury@ibk.co.kr
Attention: Chief Deputy General Manager, Treasury Department

Arranger and Dealer

Mizuho Securities Asia Limited

(ARBN 603 425 912)

14-15/F., K11 Atelier
18 Salisbury Road
Tsim Sha Tsui, Kowloon
Hong Kong

Telephone: + 852 2685 2000
Email: DCM_Korea@hk.mizuho-sc.com
Attention: Debt Capital Markets

Dealers

Australia and New Zealand Banking Group Limited

(ABN 11 005 357 522 and AFSL No. 234527)

Level 5, ANZ Tower
242 Pitt Street
Sydney NSW 2000
Australia

Telephone: + 61 2 9227 1296
Email: SydneySyndicate@anz.com
Attention: Head of Bond Syndicate, Global Markets

J.P. Morgan Securities plc

25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Facsimile: + 44 20 3493 0682
Email: Head_of_EMEA_DCMG@jpmorgan.com
Attention: Head of Debt Syndicate and
Head of EMEA Debt Capital Markets Group

Registrar

Computershare Investor Services Pty Limited

(ABN 48 078 279 277)

Yarra Falls
452 Johnston Street
Abbotsford VIC 3067
Australia

Telephone: + 61 2 8234 5080
Email: AUCSSYDStructuredProducts@computershare.com.au
Attention: ETF and Structured Products Account Director

Legal adviser to the Issuer as to Korean law

Lee & Ko
Hanjin Building
63 Namdaemun-ro, Jung-gu
Seoul 04532
Republic of Korea

Legal adviser to the Issuer as to Australian law

King & Wood Mallesons
Level 61, Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia