



Payment Guarantee Agreement (for Company)

To: Citibank Korea Inc.

Date : _____

Principal Obligor Name:

(corporate stamp)

(seal)

Address : _____

I/We hereby agree that the General Terms and Conditions for Credit Transactions shall apply to the payment guarantee transaction with Citibank Korea Inc. (hereinafter referred to as the "Bank") and agree to be bound by the following provisions.

Article 1. Maximum Amount and Period of Guarantee

- (1) The maximum amount of the payment guarantee (including principal, interest and default interest) shall be _____ Won.
- (2) The term of this payment guarantee agreement (the "Agreement") shall expire on _____.
- (3) The Bank may provide a payment guarantee for an amount in excess of the maximum amount stated in Paragraph (1) or extend the guarantee period upon expiration of such period as stated in Paragraph (2). In such case, this Agreement shall apply with respect to such additional payment guarantee amount and/or such extended guarantee period.

Article 2. Reduction, Suspension or Termination

- (1) The Bank may reduce the maximum amount set forth in Article 1, or suspend the payment guarantee temporarily with notice to me/us, if such action is deemed necessary because of changes in financial circumstances, for the protection of the Bank's right or for any other reasonable causes.
- (2) In case of any reduction of the maximum guarantee amount in accordance with the preceding paragraph, I/we will immediately repay to the Bank the portion of the amount exceeding the reduced maximum amount.

Article 3. Method of Application for Payment Guarantee

I/We will apply for payment guarantee to the Bank by submitting the Application for Payment Guarantee as prescribed by the Bank.

Article 4. Method of Payment Guarantee

The Bank may guarantee the payment by issuing a payment, a letter of guaranty, or a stand-by letter of credit, or by guaranteeing or accepting a bill, or any other method of guarantee as determined in its sole discretion.

Article 5. Guarantee Fee

- (1) With respect to the Bank's payment guarantee, I/we agree to pay the guarantee fee at such rate, at such time and method of payment, and by such computation method as may be determined by the Bank.
- (2) If I/we fail to pay the guarantee fee as described in the preceding Paragraph (1), I/we agree to pay to the Bank default interest on such unpaid guarantee fee at the rate of _____ % p.a. on the basis of the actual number of days elapsed and a year of 365 days in addition to the guarantee fee; provided, such default interest is subject to changes in accordance with Article 3 of the General Terms and Conditions for Credit Transactions.
- (3) If I/we fail to perform principal obligation as required under Article 6, I/we agree to pay special compensations in the manner set forth in the preceding Paragraph (2) for the period from the date immediately following the scheduled payment date of the principal obligation until the date of payment of such principal obligation or the date immediately preceding the date of payment by the Bank under this Payment Guarantee; provided, however, if the guarantee obligation of the Bank is discharged before my/our performance of the principal obligation due to expiration of the period within which to request for the Bank's performance of guarantee obligation, I/we will pay special compensations calculated in the manner set forth above for the period from the date immediately following the scheduled payment date of the principal obligation until the date of the expiration of the Bank's guarantee obligation hereunder.
- (4) If I/we fail to promptly notify as set forth in Article 7, Paragraph (1), I/we agree also to pay special compensations calculated at the rate of guarantee fee as described in Paragraph (1) above for the period from the date immediately following the date of expiration of principal obligation until the Bank's receipt of such notice.

Article 6. Duties to Perform Principal Obligation

I/We will deposit an amount equal to the principal obligation with the Bank prior to the payment date or directly pay such principal obligation when due, in order to ensure that the Bank will not incur any loss in connection with my/our principal obligation guaranteed by the Bank.

Article 7. Duties to Give Notice

- (1) I/We will immediately notify the Bank, in the event the principal obligation is discharged by reason of my/our payment in full or by reason of renewal, set-off, exculpation, commingling, or expiry of statute of limitation, etc.
- (2) I/We will immediately notify the Bank, in the event that I/we receive a demand from the principal obligee to discharge the principal obligation or that there occurs any event (such as changes in security for the principal obligation or the maturity date of the principal obligation) which may affect the Bank's obligations hereunder.
- (3) I/We will immediately reimburse the Bank for any amount paid by the Bank to satisfy the principal obligation as a result of my/our negligence in notifying the Bank in accordance with Paragraphs (1) and (2) above.

Article 8. Performance of Guarantee Obligation

The Bank may perform the guarantee obligation without a prior notice to me/us and in such amount and manner as may be determined by the Bank in the Bank's sole discretion, irrespective of whether the principal obligation becomes due and payable. The Bank shall immediately notify me/us of the Bank's performance of guarantee obligation.

Article 9. Amount of Reimbursement

I/We agree to immediately reimburse the Bank for any payment made by the Bank in performance of its guarantee obligation, including without limitation, (i) the amount of the guarantee obligation performed by the Bank, (ii) default interest on the amount of the guarantee obligation from the payment date until the reimbursement date at the rate of _____ % p.a. on the basis of the actual number of days elapsed and a year of 365 days and (iii) expenses incurred by the Bank in the performance of its guarantee obligation and in the enforcement or protection of the Bank's rights against me/us.

Article 10. Covenant to Provide Blank Promissory Note and to Grant Power of Attorney to Complete the Same

- (1) I/We agree to deliver to the Bank a promissory note complete in all respects except that the amount and maturity date shall be left blank, executed by me/us as well as the joint and several guarantors.
- (2) If the Bank pays and performs my/our obligations to any creditor on my/our behalf pursuant to this Agreement, or the Bank obtains advance reimbursement rights against me/us pursuant to Article 7 of the General Terms and Conditions for Credit Transactions, the Bank may complete and collect the above promissory note by inserting the amount and maturity date.
- (3) If the Bank completes and collects the promissory note pursuant to Paragraph (2) above, the amount to be inserted into such promissory note shall be the amount of payment by the Bank on my/our behalf or the advance reimbursement amount for payment guarantee together with interest, default interest and other incidental costs.