



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

NOTICE

22 July 2015

Reference is made to (i) the notes (the "Notes") issued under the U.S.\$6,000,000,000 Global Medium Term Note Programme (the "Programme") of Hana Bank and the Amended and Restated Agency Agreement dated 1 October 2009 as amended and supplemented by the Supplemental Agency Agreement dated 14 September 2011 (together, the "Agency Agreement"), each as among Hana Bank, Deutsche Bank AG, London Branch and the other agents named therein, relating to the Programme and (ii) the announcement dated 30 December 2014 in relation to the proposed merger ("Merger") between Hana Bank and Korea Exchange Bank ("KEB"), an entity organised and existing under the laws of Korea.

On 29 October 2014, the meeting of the board of directors of each of Hana Bank and KEB approved the Merger. The boards of directors of Hana Bank and KEB believe that the Merger will enable the two banks to benefit from increased economies of scale, reduce costs and increase profitability.

On 9 July 2015 and 10 July 2015, the board of directors of KEB and Hana Bank, respectively, approved amendments to the merger agreement governing the Merger, including revisions to certain commercial terms of the Merger and the timing for completion. Under the amended merger agreement and revised timeline, the Merger may be completed as early as 1 September 2015, subject to certain governmental approvals and other closing conditions, including approvals at the meeting of the shareholders of Hana Bank and KEB, each currently planned to be held on 7 August 2015.

Upon the effectiveness of the Merger, (a) KEB will be the continuing corporation existing under the laws of Korea and will, by operation of and under the Korean Commercial Code, assume (and will expressly acknowledge such assumption in writing) all the business, including assets, liabilities, rights and obligations of Hana Bank, including the due and punctual payment of the principal, premium (if any), interest (including additional amounts) and any other amounts payable on all the Notes and the performance or observance of every covenant of the Notes and the Agency Agreement on the part of Hana to be performed or observed, (b) all

references to “Hana Bank,” “the Bank” or “the Issuer” in the Notes and all other documents and agreements entered into in connection with the Programme shall cease to be references to Hana Bank and shall be deemed to be references to KEB and (c) after giving effect to the Merger, and treating any Indebtedness (as defined in the Notes) for which KEB shall have become liable as a result of the Merger as having been incurred by Hana Bank at the time of the Merger, no Event of Default or other default under the Notes or the Agency Agreement will have occurred.

Hana Bank

Kwon Soon-Mok
General Manager