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You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the underwriters or any affiliate of the underwriters is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the underwriters or such affiliate on behalf of the Note Issuer in such jurisdiction.

The Prospectus has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither DBS Bank Ltd. or ING Bank N.V. nor any person who controls either of them nor any director, officer, employee nor agent or affiliate of either of them accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus as distributed to you herewith in electronic format and the hard copy version.

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WOORI CARD 2017-2 INTERNATIONAL LTD.

(incorporated with limited liability under the laws of the Cayman Islands)

U.S.$150,000,000 Floating Rate Secured Notes due 2022
SGD204,000,000 1.91% Secured Notes due 2022

Issue Price 100%

The U.S.$150,000,000 Floating Rate Secured Notes due 2022 (each a "**Class A1 Note**" and, together, the "**Class A1 Notes**") and the SGD204,000,000 1.91% Secured Notes due 2022 (each a "**Class A2 Note**" and, together, the "**Class A2 Notes**", and together with the Class A1 Notes, the "**Notes**") of Woori Card 2017-2 International Ltd. (the "**Note Issuer**") will be issued pursuant to a note trust deed (the "**Note Trust Deed**") dated on or about 9 November 2017 (such date being the "**Closing Date**") between, among others, the Note Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Note Trustee**"). The Notes are limited recourse obligations of the Note Issuer and are secured by, among other things, a U.S.$150,000,000 Floating Rate Bond due 2022 (the "**Class A1 Bond**") and a SGD204,000,000 1.91% Bond due 2022 (the "**Class A2 Bond**" and, together with the Class A1 Bond, the "**Bonds**"), issued to the Note Issuer by Woori Card 2017-2 Asset Securitization Specialty Co., Ltd. (the "**Bond Issuer**"), a Korean limited liability company (*yuhanhoesa*) incorporated under the Act Concerning Asset Backed Securitization of Korea and the Korean Commercial Code. The Bonds are indirectly backed by a pool of credit card receivables originated by Woori Card Co., Ltd. (the "**Originator**" or "**Woori Card**").

It is expected that the Notes will, when issued, be assigned an "Aaa(sf)" rating by Moody's Investors Service ("**Moody's**" and the "**Rating Agency**"). A 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 assigning rating organisation.

Investing in the Notes involves certain risks. See "Risk Factors" beginning on page 43.

The transactions relating to the issuance of the Notes are arranged by DBS Bank Ltd. ("**DBS**") and ING Bank N.V. ("**ING**") as the joint lead arrangers (the "**Joint Lead Arrangers**"), DBS, ING and ING Bank N.V., Singapore Branch ("**ING Singapore**") as the joint lead managers (the "**Joint Lead Managers**") and Woori Global Markets Asia Limited as co-manager (the "**Co-Manager**").

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or under the securities laws, or with any securities regulatory authority, of any state of the United States and, unless so registered, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act ("Regulation S")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Notes are being offered and sold only outside the United States to non-U.S. persons in accordance with Regulation S under the U.S. Securities Act, or to "qualified institutional buyers" as defined under Rule 144A under the Securities Act.

Interest on the Notes is payable by reference to successive interest periods (each, an "**Interest Period**"). Interest is payable on the Notes monthly in arrear on the 26th day of each calendar month or, if such day is not a Business Day, the next succeeding Business Day unless that day falls in the next calendar month, in which case the first preceding day which is a Business Day (each, a "**Note Payment Date**"), commencing in December 2017. Interest will accrue on the Principal Amount Outstanding (as defined herein) of the Class A1 Notes as of the first day of each relevant Interest Period on the basis of the actual number of days elapsed in such Interest Period and a 360-day year at a rate per annum equal to the sum of the Floating Rate (as calculated by the Class A1 Calculation Agent under the Class A1 Swap Agreement by reference to the one-month U.S. dollar London Interbank Offered Rate ("**LIBOR**") for the related Interest Period) *plus* a margin of 0.55 per cent. Interest will accrue on the Principal Amount Outstanding of the Class A2 Notes as of the first day of each relevant Interest Period on the basis of the actual number of days elapsed in such Interest Period and a 365-day year at a rate of 1.91 per cent. per annum.

Unless previously redeemed in full, the Note Issuer will redeem the Notes in full on the Note Payment Date falling in February 2021 (the "**Note Expected Maturity Date**") at their Principal Amount Outstanding together with accrued interest. Principal of the Notes will be paid on each Note Payment Date during the Controlled Amortisation Period in scheduled amortisation amounts. See Note Condition 4 in "*Terms and Conditions of the Class A1 Notes*" and Note Condition 4 in "*Terms and Conditions of the Class A2 Notes*".

Approval-in-principle has been received from the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for the listing and quotation of the Notes on the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Admission of the Notes to the Official List of the SGX-ST or quotation of any Notes on the SGX-ST are not to be taken as an indication of the merits of the Note Issuer or the Notes. There can be no assurance that such listing will be maintained.

The Notes will be issued in registered form in the minimum denomination of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof (in the case of the Class A1 Notes) or, in the minimum denomination of SGD250,000 and integral multiples of SGD2,000 in excess thereof (in the case of the Class A2 Notes). The Notes will be exchangeable, and transfers thereof will be registrable, at the offices of The Bank of New York Mellon SA/NV, Luxembourg Branch as note registrar (the "**Note Registrar**"). It is expected that the Notes will be delivered through the facilities of Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream**") on or about 9 November 2017.

Joint Lead Managers

DBS Bank Ltd. **ING Bank N.V.** **ING Bank N.V., Singapore Branch**

Co-Manager

Woori Global Markets Asia Limited

The date of this Prospectus is 9 November 2017.

On the Closing Date, the Note Issuer will use the proceeds of the issue of the Notes to subscribe for the Bonds from the Bond Issuer. The Bond Issuer will use the proceeds of the issue of the Bonds to subscribe for a KRW337,649,280,000 interest (the "**Investor Interest**") in the assets of a trust (the "**Trust**") established pursuant to a trust agreement (the "**Trust Agreement**") dated 25 October 2017 among, *inter alia*, the Originator, Woori Bank (the "**Trustee**") and the Bond Issuer. In accordance with the Trust Agreement, the Originator will entrust on the Closing Date certain credit card receivables existing as of 18 September 2017 (the "**Initial Cut-off Date**") and will entrust credit card receivables arising thereafter from time to time in certain designated credit card accounts to the Trustee. The Bond Issuer, as holder of the Investor Interest, will be entitled to receive certain distributions from the assets of the Trust, as more fully described in "*Transaction Overview-The Trust*". The Bond Issuer will make payments of interest and principal on the Bonds through interest rate and currency swap agreements (collectively, the "**Swap Agreements**") entered into with each of ING Bank N.V., Seoul Branch (the "**Class A1 Swap Provider**") and DBS Bank Ltd., Seoul Bank (the "**Class A2 Swap Provider**" and, together with the Class A1 Swap Provider, the "**Swap Providers**") following receipt of distributions of profit and principal on the Investor Interest on each Trust Distribution Date (as defined herein). The Note Issuer will make payments of interest and principal on the Notes following receipt of payments of interest and principal on the Bonds from the Bond Issuer through the Swap Agreements. The Note Issuer, among others, will have the benefit of security to be granted by the Bond Issuer over its assets, including the Investor Interest, as well as a pledge of the equity in the Bond Issuer. See "*Transaction Overview – The Bonds – Bond Security*".

IMPORTANT NOTICE

This Prospectus contains only limited information in relation to, and does not constitute an offer of, or a Prospectus in relation to, the Bond to be issued by the Bond Issuer.

None of the Joint Lead Managers, the Joint Lead Arrangers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Note Trustee, the Security Agent, the Note Agents, the Bond Agents, the Back-up Servicer, the Transaction Administrator, the Bond Issuer Administrator or the Note Issuer Administrator (each as defined herein) has verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability (whether arising in tort or contract or otherwise) is accepted by the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Note Trustee, the Security Agent, the Note Agents, the Bond Agents, the Back-up Servicer, the Transaction Administrator, the Note Issuer Administrator or the Bond Issuer Administrator or any of their respective affiliates or advisers as to the accuracy or completeness of the information contained in this Prospectus or as to the future performance of the Notes, the Receivables, the Bonds or the Swap Providers. Nothing contained in this Prospectus is, or shall be relied upon as, a promise, representation or warranty by the Joint Lead Managers, the Joint Lead Arrangers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Note Trustee, the Security Agent, the Note Agents or the Bond Agents, or any of their respective affiliates or advisers.

No person is or has been authorised in connection with the issue, offering, subscription or sale of the Notes to give any information or to make any representation not contained in this Prospectus and any information or representation not contained in this Prospectus must not be relied upon as having been authorised by the Note Issuer, the Bond Issuer, the Originator, the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Note Trustee, the Security Agent, the Note Agents, the Bond Agents, the Servicer, the Back-up Servicer, the Transaction Administrator, the Bond Issuer Administrator, the Note Issuer Administrator, the Swap Providers or any other person. Neither the delivery of this Prospectus at any time nor any sale or allotment

made in connection with the issue of the Notes shall under any circumstances constitute a representation or create any implication that the information contained herein is correct at any time subsequent to the date hereof or that there has been no change in the affairs of any party herein mentioned since that date.

Potential investors of the Notes should determine for themselves the relevance of the information contained in this Prospectus or any part thereof and their purchase of any Notes should be based upon such investigation as they themselves deem necessary. The Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Note Trustee, the Security Agent, the Note Agents, the Bond Agents or any of their respective affiliates have not undertaken, do not undertake and will not undertake to review the financial condition or affairs of the Note Issuer, the Bond Issuer, the Originator, the Swap Providers, the Servicer, the Back-up Servicer, the Note Trustee, the Security Agent, the Note Agents, the Bond Agents, the Transaction Administrator, the Bond Issuer Administrator or any other party to the transaction on, prior to or after the date of this Prospectus and shall not advise any investor or potential investor in the Notes of any information coming to their attention after the date of this Prospectus. This Prospectus is not intended to provide the basis of any credit or other evaluation nor should it be considered as a recommendation by any of the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Note Trustee, the Security Agent, the Note Agents, the Bond Agents, the Back-up Servicer, the Transaction Administrator, the Note Issuer Administrator or the Bond Issuer Administrator that any recipient of this Prospectus should purchase the Notes.

The contents of this Prospectus should not be construed as providing legal, business, accounting or tax advice. Each prospective investor should consult its own legal, business, accounting and tax advisers prior to making a decision to invest in the Notes.

This Prospectus does not constitute an offer and may not be used for the purpose of an offer to or solicitation by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or in which it is unlawful to make such offer or solicitation. No action has been or will be taken to permit a public offering of the Notes in any jurisdiction where action would be required for that purpose. The Notes may not be offered or sold, directly or indirectly, and this Prospectus may not be distributed, in any jurisdiction except in accordance with the legal requirements applicable in such jurisdiction.

The Notes are expected to settle in book-entry form through the facilities of Clearstream and Euroclear on or about the Closing Date against payment therefor in immediately available funds.

Any Definitive Note Certificate (as defined herein) issued in respect of the Notes will bear restrictive legends and will be subject to the restrictions on transfer as described herein.

The Note Issuer accepts responsibility for all the information contained in this Prospectus. To the best of the knowledge and belief of the Note Issuer, the information contained in the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Notes will constitute secured limited recourse obligations of the Note Issuer and are not obligations or responsibilities of, or insured or guaranteed by, any person other than the Note Issuer. In particular, the Notes are not obligations or responsibilities of, or insured or guaranteed by, the Note Trustee, the Security Agent, the Originator, the Servicer, the Back-up Servicer, the Bond Issuer, the Swap Providers, the Transaction Administrator, the Bond Issuer Administrator, the Note Agents, the Bond Agents, the Joint Lead Arrangers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers or any affiliate of any of the foregoing entities.

It is expected that the Notes will, when issued, be assigned an "Aaa(sf)" rating by Moody's. This rating relates to the timely payment of interest on the Notes and the ultimate payment of principal of the Notes on a date that is not later than the Note Legal Maturity Date. **A security rating is not a recommendation to buy, sell or hold securities, does not address the likelihood or timing of prepayment and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.**

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Percentages in the tables in this Prospectus may not add up to 100 per cent. because of rounding. Any discrepancies in any table between totals and the sums of the amounts listed are due to rounding.

In this Prospectus, all references to "**U.S. dollars**", "**U.S.$**", "**USD**" or "**$**" are to the lawful currency for the time being of the United States of America, all references to "**Singapore dollars**" or "**SGD**" are to the lawful currency for the time being of Singapore and all references to "**Won**", "**Korean Won**", or "**KRW**" are to the lawful currency for the time being of Korea. References in this Prospectus to "**Euro**" or "**€**" are to the lawful currency introduced at the commencement of the third stage of the European Economic and Monetary Union (the "**EU**") on 1 January 1999 pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in the sections entitled "*Transaction Overview*", "*The Originator*", *"Description of the Receivables*", "*Expected Average Life of the Notes*" and elsewhere in this Prospectus constitute "forward-looking statements". Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the success of collections, the actual cash flow generated by the Receivables, the expected length of the Revolving Period, the expected amortisation of the Notes, the expected origination of sufficient additional Eligible Receivables by the Originator, the expected purchase of additional Receivables by the Bond Issuer and the expected sufficiency of the swap arrangements to meet the U.S. dollar and Singapore dollar payment needs of the Bond Issuer to differ materially from the information set forth herein and to be materially different from any future results, performance or financial condition expressed or implied by such forward-looking statements. See "*Risk Factors*".

While all reasonable care has been taken to ensure that the facts stated herein are accurate and that the forward-looking statements, opinions and expectations contained herein are based on fair and reasonable assumptions, the success of collections, the actual cash flow generated by the Receivables, the expected length of the Revolving Period, the expected amortisation of the Notes, the expected origination of sufficient additional Eligible Receivables by the Originator, the expected purchase of additional Receivables by the Bond Issuer and the expected sufficiency of the swap arrangements to meet the U.S. dollar and Singapore dollar payment needs of the Bond Issuer may differ materially from the projections set forth in any forward-looking statements herein. Investors should not place undue reliance on forward-looking statements and are advised to make their own independent analysis and determination with respect to any forecasted periods contained in this Prospectus. No party to the offering undertakes any obligation to revise these forward-looking statements to reflect subsequent events or circumstances.

AVAILABLE INFORMATION

The Note Issuer and the Servicer will furnish to the Note Trustee and holders of the beneficial interests in the Global Notes (as defined herein) as identified by Euroclear and Clearstream certain information on a periodic basis.

EU RISK RETENTION REQUIREMENTS

The Originator will retain for the life of the transaction a material net economic interest of not less than 5 per cent. in the transaction in accordance with Article 405 of Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (the "**CRR**"), Article 51 of the Commission Delegated Regulation (EU) No 231/2013 implementing the EU Alternative Investment Fund Managers Directive (2011/61/EC) (the "**AIFM Regulation**") and Article 254 of the Commission Delegated Regulation (EU) 2015/35 supplementing EU Directive 2009/138/EC on the taking up and pursuit of the business of insurance and reinsurance (the "**Solvency II Regulation**"). Such interest will, in accordance with Article 405 paragraph 1, sub (b) CRR, Article 51 paragraph 1 subparagraph (b) of the AIFM Regulation and Article 254(2)(b) of the Solvency II Regulation, be retained by way of a revolving interest in the assets of the Trust, through the Seller Interest equivalent to no less than 5 per cent. of the nominal amount of the securitised exposures. Any change to the manner in which this interest is held will be notified to investors. See "*Risk Factors – Other Risks – Regulatory Requirements*" and "*General Information*" for further information.

The Bond Issuer and Note Issuer will prepare monthly investor reports wherein relevant information with regard to the Trust and its assets will be disclosed to investors together with an overview of the retention of the material net economic interest by the Originator for the purposes of which the Originator will provide the Bond Issuer and Note Issuer with all information reasonably required with a view to complying with Article 409 of the CRR.

Each prospective investor is required to independently assess and determine the sufficiency of the information described in the preceding two paragraphs and in this Prospectus generally for the purposes of complying with Article 405 *et seq*. of the CRR, Section 5 of Chapter III of the AIFM Regulation (including Article 51) and chapter VIII of title I of the Solvency II Regulation (including Article 254) and any corresponding national measures which may be relevant. None of the Note Issuer, Woori Card (in its capacities as the Originator and the Servicer), the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser or any other party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances for such purposes. In addition, each prospective Noteholder should ensure that they comply with Articles 405 to 409 of the CRR and the related regulatory technical standards set out Commission Delegated Regulation (EU) No 625/214 as well as Article 51 *et seq.* of the AIFM Regulation and Article 254 *et seq.* of the Solvency II Regulation in their relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction should seek guidance from their regulator and/or independent legal advice on the issue.

The Originator accepts responsibility for the information set out in this section "*Risk Retention Requirements*".

U.S. CREDIT RISK RETENTION

Pursuant to the risk retention regulations in 17 C.F.R. Part 246 ("**Regulation RR**") promulgated under Section 15G of the Securities Exchange Act of 1934, the "sponsor" of a "securitization transaction" of the type contemplated hereby is required to acquire and maintain (either directly or through its "wholly-owned affiliates") not less than 5 per cent. of the "credit risk" of the "securitized assets" (as such terms are defined in Regulation RR). Regulation RR further prohibits the "sponsor" or its "wholly-owned affiliates,"as applicable, from directly or indirectly (i) eliminating or reducing its credit exposure by hedging or otherwise transferring the "credit risk" that it is required to retain during the period specified

under Regulation RR or (ii) obtaining secured financing during such specified period for the "credit risk" that it is required to retain other than on a full recourse basis.

The offering and sale of the Notes is a "revolving pool securitization" as to which the Originator is the "sponsor" and the Originator will satisfy its obligation to retain credit risk by retaining a "seller's interest" of not less than 5 per cent. of the "aggregate unpaid principal balance of all outstanding investor ABS interests" (within the meaning given to such term in Regulation RR) in the Note Issuer. The Seller Interest and the Subordinated Seller Interest held by the Originator have been structured with the intention of comprising a "seller's interest" for purposes of Regulation RR and are expected to constitute on the Closing Date at least 5 per cent. of the "aggregate unpaid principal balance of all outstanding investor ABS interests" (within the meaning given to such term in Regulation RR) in the Note Issuer. The Seller Interest and the Subordinated Seller Interest are interests in the Trust which are collateralised by the securitised assets, are either *pari passu* with or subordinated to the Investor Interest which collateralises each series of investor ABS interests issued by the Note Issuer, and adjust for fluctuations in the outstanding principal balance of the pool assets. For a description of the Seller Interest and the Subordinated Seller Interest, see "*Transaction Overview – The Trust – Trust Interests*". The Originator will hold and will not hedge the portions of the "seller's interest" that are retained to satisfy these requirements, so long as any "outstanding investor ABS interests" (within the meaning given to such term in Regulation RR) are held by any person or entity that is not the Originator or any of its wholly-owned affiliates.

The Bond Subscription and Agency Agreement includes a requirement that the aggregate unpaid principal balance of the Seller Interest and the Subordinated Seller Interest held by the Originator is at least equal to 5 per cent. of the "aggregate unpaid principal balance of all outstanding investor ABS interests" (within the meaning given to such term in Regulation RR) in the Note Issuer on the Closing Date and at least monthly, until no ABS interest in the Note Issuer is held by any person or entity that is not the Originator or any of its wholly-owned affiliates. If the Originator fails to meet this 5 per cent. test as of any such measurement date, such test must be then re-determined and satisfied no later than one month after such measurement date. Woori Card will notify the Noteholders whether the "seller's interest" satisfies the risk retention requirements in the periodic Monthly Servicer Reports.

The Originator accepts responsibility for the information set out in this section "*U.S. Credit Risk Retention*".

DEFINED TERMS

Defined terms used in this Prospectus shall, except where otherwise defined herein, have the meanings set forth in the section "*Master Definitions Schedule*".

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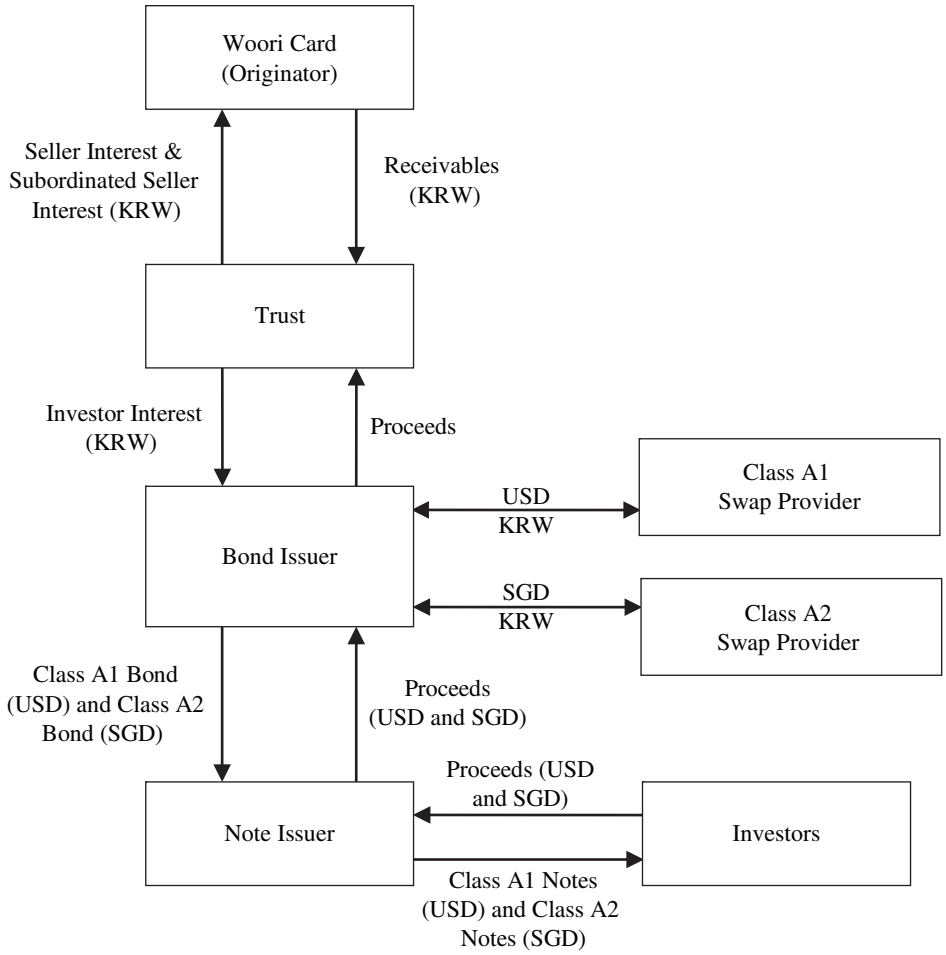
TRANSACTION OVERVIEW

The summary information set out in this section is qualified by, and must be read in conjunction with, the further detailed information appearing elsewhere in this Prospectus and in the Transaction Documents. In particular, prospective investors in the Notes should consider the matters set forth under "Risk Factors".

Reference to a "Note Condition" is to a numbered condition of the Terms and Conditions of the Notes, set forth under "Terms and Conditions of the Notes".



TRANSACTION PARTIES

Note Issuer:	Woori Card 2017-2 International Ltd., an exempted company incorporated with limited liability in the Cayman Islands.
Bond Issuer:	Woori Card 2017-2 Asset Securitization Specialty Co., Ltd., a limited liability company (*yuhanhoesa*) incorporated in Korea.
Originator and Servicer:	Woori Card Co., Ltd.
Class A1 Swap Provider and Class A1 Calculation Agent:	ING Bank N.V., Seoul Branch
Class A2 Swap Provider and Class A2 Calculation Agent:	DBS Bank Ltd., Seoul Branch

Trustee and Back-up Servicer:	Woori Bank
Transaction Administrator and Security Agent:	The Bank of New York Mellon, Seoul Branch
Note Trustee:	BNY Mellon Corporate Trustee Services Limited
Bond Issuer Administrator:	Nexia Samduk
Note Issuer Administrator:	Walkers Fiduciary Limited
Initial Subscribers:	DBS Bank Ltd. and Mont Blanc Capital Corp.
Designated FX Bank:	ING Bank N.V., Seoul Branch
Singapore Adviser:	ING Bank N.V., Singapore Branch
Singapore Structuring Adviser:	DBS Bank Ltd.
Other Parties:	The Bank of New York Mellon, Seoul Branch will act as an Account Bank, the Bond Registrar and the Bond Issuer Servicer. The Bank of New York Mellon, London Branch will act as the Principal Paying Agent, the Reference Agent and an Account Bank. The Bank of New York Mellon SA/NV, Luxembourg Branch will act as the Principal Transfer Agent and the Note Registrar.
Rating Agency:	Moody's

THE NOTES

The Notes

The Note Issuer will issue the U.S.$150,000,000 Floating Rate Secured Notes due 2022 and the SGD204,000,000 1.91% Secured Notes due 2022 on 9 November 2017 (the "**Closing Date**").

The Notes will be secured by, *inter alia*, the Bonds to be issued by the Bond Issuer to the Note Issuer on the Closing Date. See "– *Note Security*" below.

The Notes will be issued in registered global form only, without coupons attached.

The Notes will be initially represented by interests in two Global Notes, one for each class of Notes, which will be deposited with a nominee for the accounts of Euroclear and Clearstream.

Definitive Note Certificates evidencing holdings of Notes are only issued in exchange for interests in the Global Notes in certain limited circumstances. See "*Summary of Provisions Relating to Notes in Global Form*".

Issue Price

The Notes will be issued at 100 per cent. of their principal amount.

Ratings

Upon issuance, the Notes are expected to be assigned a rating of "Aaa(sf)" by Moody's.

Note Security

Pursuant to the provisions of the Note Trust Deed, the Note Issuer will grant a security interest to the Note Trustee for the benefit of the Noteholders and the other Note Secured Parties over substantially all of the Note Issuer's assets (including the Bonds and the Note Issuer's interest in the Bond Security) to secure the Note Issuer Obligations. See "*The Bonds – Bond Security*" below.

Interest

Interest will be payable on the Notes monthly in arrear on the 26th day of each month or, if such day is not a Business Day, the next succeeding Business Day unless that day falls in the next calendar month, in which case the first preceding day which is a Business Day (each, a "**Note Payment Date**"), commencing in December 2017. See Note Condition 3 in "*Terms and Conditions of the Class A1 Notes*" and Note Condition 3 in "*Terms and Conditions of the Class A2 Notes*".

Interest on the Notes is payable by reference to successive interest periods (each, an "**Interest Period**"). The initial Interest Period will commence on (and include) the Closing Date and will end on (but exclude) the initial Note Payment Date. Each successive Interest Period will commence on and include a Note Payment Date and end on (but exclude) the next succeeding Note Payment Date.

Interest will accrue on the Principal Amount Outstanding of the Class 1 Notes as of the first day of each relevant Interest Period (after giving effect to any payment of principal of the Class A1 Notes made on such day) on the basis of the actual number of days elapsed in such Interest Period and a 360-day year at a rate per annum equal to the sum of the Floating Rate (which will be calculated by the Class A1 Calculation Agent under the Class A1 Swap Agreement being LIBOR for the related Interest Period) *plus* a margin of 0.55 per cent. Interest will accrue on the Principal Amount Outstanding of the Class A2 Notes as of the first day of each relevant Interest Period (after giving effect to any payment of principal of the Class A2 Notes made on such day) on the basis of the actual number of days elapsed in such Interest Period and a 365-day year at a rate of 1.91 per cent. per annum.

Amortisation and Redemption

(a) Note Maturity

Unless previously redeemed in full, the Note Issuer will redeem the Notes, to the extent of funds available therefor, in full on the Note Payment Date falling in February 2021 (the "**Note Expected Maturity Date**") at their respective Note Redemption Amounts as at such date.

If insufficient funds are available to redeem the Notes at their respective Note Redemption Amounts on the Note Expected Maturity Date, the Note Issuer will continue to make payments of principal and interest on the Notes on each succeeding Note Payment Date to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed until the Notes have been redeemed in full at their respective Note Redemption Amounts or until the Note Payment Date falling in February 2022 (the "**Note Legal Maturity Date**") on which date the Note Issuer will redeem the Notes in full at their respective Note Redemption Amounts as at such date. See Note Condition 4 in "*Terms and Conditions of the Class A1 Notes*" and Note Condition 4 in "*Terms and Conditions of the Class A2 Notes*".

(b) Revolving Period

During the period from, and including, the Closing Date to and including, the earlier to occur of (i) the Business Day prior to the Note Payment Date falling in August 2020, (ii) the day immediately prior to the commencement of the Early Amortisation Period and (iii) the day immediately prior to the Enforcement Date (the "**Revolving Period**"), no principal in respect of the Notes will be paid.

(c) Controlled Amortisation Period

On each Note Payment Date following a Trust Distribution Date relating to a Collection Period that falls in the Controlled Amortisation Period, instalments of principal in respect of the Notes will be paid (each, a "**Scheduled Amortisation Amount**"). See Note Condition 4(c) in "*Terms and Conditions of the Class A1 Notes*" and Note Condition 4(c) in "*Terms and Conditions of the Class A2 Notes*".

(d) Early Amortisation Period

On each Note Payment Date following a Trust Distribution Date that falls in the Early Amortisation Period or on or after the Enforcement Date, amounts in respect of principal will be payable on the Notes up to their respective Principal Amount Outstanding, to the extent of funds available therefor, until the Notes have been repaid in full at the Note Redemption Amount as at such date.

(e) Mandatory Redemption

Upon receipt of a Bond Redemption Notice from the Bond Issuer, the Note Issuer will redeem the Notes, in whole, to the extent of funds available therefor, in accordance with the priority of payments set forth in the Note Trust Deed on the next succeeding Note Payment Date, at their respective Note Redemption Amounts on such date. See "*The Bonds – Amortisation and Redemption*".

Early Amortisation Events

In accordance with the Transaction Administration Agreement, the Transaction Administrator will promptly, but in any event within three Business Days after the earlier of the date on which (i) it receives written notice from the Originator, the Servicer or the Majority Investor of the occurrence of any Early Amortisation Event or (ii) any of its responsible officers acquires actual written notice of the occurrence of any Early Amortisation Event or (iii) it receives a Monthly Servicer Report which reports the occurrence of an Early Amortisation Event, notify the Majority Investor, the Note Trustee, the Trustee, the Swap Providers, the Security Agent, the Originator, the Servicer and the Rating Agency, of such Early Amortisation Event. Any such notice will provide that the Majority Investor may respond in writing to the Transaction Administrator to instruct the Transaction Administrator to declare an Early Amortisation Event.

Upon receipt of written instructions from the Majority Investor to declare an Early Amortisation Event, the Transaction Administrator will, by notice then given in writing to the Majority Investor, the Trustee, the Swap Providers, the Security Agent, the Originator, the Servicer and the Rating Agency, declare that an Early Amortisation Event has occurred in respect of the Bond and the Notes as of the date of such notice.

The occurrence of any of the following events will constitute an "**Early Amortisation Event**":

(a) an Insolvency Event occurs in relation to the Originator or the Trustee;

(b) any of the Originator, the Trustee or the Servicer fails to make any payment or any transfer of funds in accordance with the Transaction Documents (including, without limitation, the payment of the Investor Amortisation Amount), on the due date therefor, other than any such failure which is caused by any technical failure, computer failure or failure of money transmission system where the relevant payment or transfer, as relevant, is made not later than three Seoul Business Days after the due date therefor;

(c) any of the Originator, the Trustee or the Servicer fails to perform or comply with any of its material obligations (other than its respective obligations under (b) above) under the Transaction Documents which failure is, in the reasonable opinion of the Majority Investor, incapable of remedy, or continues unremedied for a period of 30 days from the earlier to occur of (i) the date on which the Originator, the Trustee or as the case may be, the Servicer becomes aware of such failure, or (ii) the date on which the Originator, the Trustee or as the case may be, the Servicer receives a written notice from the Majority Investor requiring such failure to be remedied;

(d) any representation or warranty or certification made by the Originator in the Transaction Documents is or proves to be materially incorrect or misleading when made, and (x) if, in the reasonable opinion of the Majority Investor, such breach of representation or warranty or such incorrect information is capable of cure or correction, as the case may be, the same continues to be incorrect or misleading in any material respect for a period of five Seoul Business Days after the date on which written notice of such breach, requiring the same to be remedied, shall have been received by the Originator or the Trustee (as the case may be) from the Majority Investor or (y) if such breach of representation or warranty or such incorrect information is in the reasonable opinion of the Majority Investor (in consultation with the Originator; *provided that* if no opinion is formed within three Seoul Business Days after the Majority Investor has first informed the Originator of its intention to consult, then an opinion (binding on both the Majority Investor and the Originator) of an independent third party acceptable to the Majority Investor and the Originator shall be sought) incapable of being cured or corrected, as the case may be, on the date on which written notice of such breach shall have been received by the Originator or the Trustee (as the case may be) from the Majority Investor; *provided that* an Early Amortisation Event pursuant to this paragraph (d) shall not be deemed to have occurred hereunder if the Receivable or, as the case may be, Receivables which are the subject of a breach of an Asset Warranty under the Trust Agreement, has or, as the case may be, have been reassigned to the Originator in accordance with the provisions of the Trust Agreement;

(e) a Bond Event of Default occurs;

(f) a Servicer Termination Event occurs;

(g) a Swap Event of Default or Swap Termination Event occurs and the relevant Swap Agreement is terminated and a replacement swap agreement in form and substance satisfactory to the Majority Investor with a replacement swap provider reasonably acceptable to the Majority Investor has not been entered into on or before the date on which such Swap Agreement is terminated;

(h) the Bond Issuer has income tax assessed or payable in excess of KRW100,000,000 in any fiscal year; *provided that*, no Early Amortisation Event shall occur if the Originator or the Servicer (x) prefunds an account held by, or for the benefit of, the Bond Secured Parties with cash or a letter of credit in an amount equal to the income tax assessed or payable in a manner satisfactory to the Majority Investor and (y) provides a legal opinion confirming that such prefunding will not adversely affect the entrustment of the Receivables or the interests of the Investor Interestholder;

(i) as a result of a Change of Law or for any other reason, the entrustment of Receivables, or any part thereof, to the Trustee is held to be invalid or subject to stay or is challenged by the Originator or any receiver, liquidator or similar officer of the Originator or is challenged before any Governmental Entity by a third party and, in the case of such a challenge by a third party, the challenge is not withdrawn or dismissed within 30 days and the Majority Investor reasonably determines after consultation with the Originator and Korean legal counsel, that the challenge has merit;

(j) (i) Korean withholding tax, Cayman Islands withholding tax or other Taxes (except income taxes of the Initial Investor Interestholder) are, or will become liable to be, imposed on (A) any payment of Receivables by an Accountholder, (B) any payment of Collections (or any other amounts) by the Originator or the Servicer to the Trustee under any of the Transaction Documents, (C) any distribution or other payment by the Trustee in respect of the Investor Interest except for the interest income attributable to the Investor Interestholder in connection with certain Eligible Investments (including certificates of deposit, banker's acceptances of depository institutions and commercial paper) which will be subject to a withholding tax at the rate (currently 15.4 per cent. (including the local corporate income tax)) specified in the Corporate Income Tax Law of Korea, (D) any payment under any Swap Agreement by the Bond Issuer or the Swap Providers or (E) any payment of interest (or any other amounts) on the Bonds by the Bond Issuer (if (x) the Bond Issuer does not fully gross-up any such payments in respect of any such taxes in a manner satisfactory to the Majority Investor or (y) the cumulative amount that the Bond Issuer grosses-up in respect of such taxes prior to such time equals or exceeds U.S.$5,000,000 (or, if the taxes are denominated in another currency, the equivalent thereof in such other currency, at the spot rate of exchange prevailing on the date of determination)); *provided that*, no Early Amortisation Event shall occur if the Originator or the Servicer (1) prefunds an account held by, or for the benefit of, the Bond Secured Parties with cash or a letter of credit in an amount equal to the aggregate future Korean withholding tax, Cayman Islands withholding tax or other Taxes in a manner satisfactory to the Majority Investor and (2) provides a legal opinion confirming that such prefunding will not adversely affect the entrustment of the Receivables or the interests of the Investor Interestholder; or

(ii) the Trust is or will be treated as a taxable entity in Korea and is or will become subject to any Korean income or other tax;

(k) the average of the Net Yield in respect of the three preceding consecutive Collection Periods is less than zero;

(l) the Servicer or the Originator fails to deliver a Collateral Audit (in the form set out in the Bond Subscription and Agency Agreement) when required pursuant to the Trust Agreement and such failure is not remedied within 30 days;

(m) the Back-up Servicer ceases to provide the Back-up Services under the Servicing Agreement or it is removed from its role as provider of the Back-up Services and no replacement provider is appointed within 30 days;

(n) the amount standing to the credit of the Trust Reserve Account is on any date less than the Required Reserve Amount as at such date;

(o) in the reasonable opinion of the Majority Investor, a Material Adverse Change has occurred in respect of the Originator, the Servicer, the Trustee, the Bond Issuer or the Note Issuer or an event that has a Material Adverse Effect has occurred;

(p) the average of the Delinquency Ratio in respect of the three immediately preceding Collection Periods exceeds 3 per cent.;

(q) the Eligible Pool Balance Requirement is not satisfied when calculated in respect of the last day of any Collection Period;

(r) the Investor Amortisation Amount is not paid in full on any Trust Distribution Date;

(s) the average of the Payment Rates in respect of all Eligible Receivables calculated in respect of the three immediately preceding Collection Periods is less than 45 per cent.; or

(t) any of the security interests created under any of the Transaction Documents to secure the discharge of the Trust Obligations, the Bond Issuer Obligations or the Note Issuer Obligations becomes void, voidable, invalid or otherwise unenforceable or whose validity becomes otherwise subject to challenge in court (and the Majority Investor reasonably determines that the challenge has merit) (unless remedied (if, in the reasonable opinion of the Majority Investor, it is capable of remedy) to the reasonable satisfaction of the Majority Investor within five Business Days).

Note Events of Default

If any of the events set out in Note Condition 8 occurs (a "**Note Event of Default**"), then the Note Trustee (acting at the direction of the Majority Investor), will promptly deliver a notice (a "**Note Enforcement Notice**") to the Note Issuer declaring that the Notes are, whereupon they will immediately become, immediately due and payable at their respective Note Redemption Amounts without any further action or formality.

Listing

Application has been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for the listing and quotation of the Notes on the Official List of the SGX-ST. Upon admission to listing, the Notes will be traded on the SGX-ST in a minimum board lot size of U.S.$200,000, in respect of the Class A1 Notes and SGD250,000, in respect of the Class A2 Notes for as long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.

Withholding Taxes

All payments in respect of the Notes will be made free and clear of, and without withholding or deduction for or on account of, any present or future Taxes, unless such withholding or deduction is required by law. In such event, the Note Issuer will withhold or deduct the relevant amount from such payment and will not be obliged to make any additional payments in respect of the Notes.

Clearance and Settlement

Holders of the Notes may elect to hold their interest in Global Notes in book-entry form through Clearstream or Euroclear. Transfers within Clearstream or Euroclear, as the case may be, will be in accordance with the usual rules and operating procedures of the relevant clearance system. See "*Clearance and Settlement*".

Denominations

The Class A1 Notes will be issued in minimum denominations of U.S.$200,000 with integral multiples of U.S.$1,000 in excess thereof. The Class A2 Notes will be issued in minimum denominations of SGD250,000 with integral multiples of SGD2,000 in excess thereof.

Noteholder Meetings

A summary of the provisions for convening meetings of Noteholders to consider matters relating to their interests as such are set forth under Note Condition 11 in "*Terms and Conditions of the Class 1 Notes*" and Note Condition 11 in "*Terms and Conditions of the Class 2 Notes*". In accordance with the Note Conditions, Noteholders will be given at least 21 days' notice of any meeting convened in relation to an Extraordinary Resolution and at least five days' notice of any meeting convened in relation to a resolution which is not an Extraordinary Resolution, in each case specifying the day, time and place of meeting.

Pursuant to the terms of the Note Trust Deed, the Note Trustee has agreed that it will exercise the trusts, powers, authorities, rights and discretions vested in it under the Transaction Documents only in accordance with either (i) the written instructions of the Majority Investor (which may be in writing), or (ii) an Extraordinary Resolution of the Noteholders in certain specified circumstances. The Note Trustee may also exercise certain of its trusts, powers, authorities, rights and discretions in its sole discretion provided it is indemnified, pre-funded and/or secured to its satisfaction.

Tax Considerations

See "*Taxation*" for a description of certain Korean tax considerations applicable to the Notes.

Note Issuer Accounts

On the Closing Date, the Note Trustee will establish a U.S. dollar denominated segregated account (the "**Note Issuer USD Account**") and a Singapore dollar denominated segregated account (the "**Note Issuer SGD Account**") with The Bank of New York Mellon, London Branch in the name of the Note Issuer in order to receive payments from the Bond Issuer, the Transaction Administrator and the Swap Providers on each Bond Payment Date or Swap Payment Date, as applicable, in respect of the Bonds and certain other Bond Issuer Obligations. The Note Trustee will apply all funds on deposit in the Note Issuer Accounts on each Note Payment Date in the order of priority set out in "*Application of Funds on Note Payment Dates*" below.

Governing Law

The Notes, the Note Trust Deed, the Note Agency Agreement and the Note Subscription Agreement will be governed by English law.

Limited Recourse

Recourse against the Note Issuer, and the liability of the Note Issuer, in relation to its obligations under the Notes will be limited to the Note Security and the amounts from time to time available in accordance with, and in the order of priority set out in, the Note Trust Deed. Noteholders will have no claim or recourse against the Note Issuer in respect of any unsatisfied amounts after the application in accordance with the Note Trust Deed of the funds comprising the Note Security and/or representing the proceeds of realisation thereof, and in such event the Notes and all other outstanding obligations of the Note Issuer will be waived and extinguished.

No Petition

Each Note Secured Party will agree in the relevant Transaction Documents that it will not petition a court for, or take any other action or commence any proceedings for, the liquidation, winding-up or re-organisation of the Note Issuer, or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator or similar officer of the Note Issuer or of any or all of the Note Issuer's revenues and assets, until one year and a day after the payment in full of all amounts owing in respect of the Notes and of all other Note Issuer Obligations.

THE BOND

The Bond

The Bond Issuer will issue the U.S.$150,000,000 Floating Rate Bond due 2022 and the SGD204,000,000 1.91% Bond due 2022 to the Note Issuer on the Closing Date pursuant to the provisions of the Bond Subscription and Agency Agreement. The Note Issuer will assign all of its rights to the Bonds to the Note Trustee as security for, *inter alia*, its obligations under the Notes. See Note Condition 2 in "*Terms and Conditions of the Class A1 Notes*" and Note Condition 2 in "*Terms and Conditions of the Class A2 Notes*".

The Bonds will constitute direct, unsecured, unconditional and unsubordinated obligations of the Bonds Issuer and will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Bond Issuer, present and future.

Interest

Interest on the Bonds will be payable by reference to successive Interest Periods. Interest will be payable on the Bonds monthly in arrear on each Bond Payment Date commencing on the Bond Payment Date falling in December 2017.

Interest on the Class A1 Bond for each Interest Period will accrue on the Principal Amount Outstanding of the Class A1 Bond as at the beginning of the relevant Interest Period on the basis of the actual number of days elapsed in such Interest Period and a 360-day year at a rate per annum equal to the sum of the Floating Rate (as determined by the Class A1 Calculation Agent under the Class A1 Swap Agreement) and the Class A1 Bond Margin. Interest on the Class A2 Bond for each Interest Period will accrue on the Principal Amount Outstanding of the Class A2 Bond as at the beginning of the relevant Interest Period on the basis of the actual number of days elapsed in such Interest Period and a 365-day year at a rate of 1.91 per cent. per annum.

The "**Class A1 Bond Margin**" is 0.55 per cent. per annum.

Bond Security

The Bond Issuer Obligations will be secured by the pledge and assignment of the Bond Issuer's assets and equity pursuant to the Pledge Agreement, the Equity Pledge Agreement and the Security Assignment.

Pursuant to the Pledge Agreement, the Bond Issuer will grant a pledge in favour of the Note Issuer and the other Bond Secured Parties over all of its rights and title to the following assets in order to secure the Bond Issuer Obligations:

(a) the Investor Interest and all amounts owing thereon or paid in respect thereof;

(b) the Bond Issuer FX Accounts and the Bond Issuer Won Account, including all sub-accounts, and all balances, credits, deposits, monies or other sums therein or on deposit or payable or withdrawable therefrom and any interest accrued or payable thereon and any Eligible Investments made with the proceeds thereof and any interest or income arising therefrom; and

(c) each of the Korean Pledged Documents and all of its other property and assets (to the extent permissible by Law).

Pursuant to the Equity Pledge Agreement, the Equity Pledgors will grant a pledge in favour of the Bond Secured Parties over all of their rights and title to their respective Equity Interests in the Bond Issuer to secure the Bond Issuer Obligations. The authorised equity capital of the Bond Issuer consists of KRW20,000 divided into 200 units of a nominal or par value of KRW100 each which have been issued at par and fully paid, with one unit being held by the Originator and 199 units being held by Jin Soo Park (each, an "**Equity Pledgor**" and an "**Equityholder**"). See "*The Bond Issuer – Equity Capital*" and "*– Capitalisation and Indebtedness*".

Pursuant to, and on the terms set out in, the Security Assignment, the Bond Issuer will grant and assign to the Bond Secured Parties all of its rights and title to, *inter alia*, the Bond Subscription and Agency Agreement, the Swap Agreements, the Bond Issuer USD Account and the Bond Issuer SGD Account to secure the Bond Issuer Obligations.

Each of the Pledge Agreement, the Equity Pledge Agreement and the Security Assignment provides for enforcement of the Bond Security and the exercise of rights generally by the Security Agent at the written direction of the Majority Investor in relation to the Bond Security upon the service of a Bond Enforcement Notice. Proceeds of enforcement of the Bond Security will be applied by the Security Agent in the manner and order of priority specified in the Pledge Agreement. See "*– Application of Funds on Swap Payment Dates and Bond Payment Dates – Payments during the Early Amortisation Period or following the Bond Enforcement Date*".

Amortisation and Redemption

(a) Bond Maturity

Unless previously redeemed in full, the Bond Issuer will redeem the Bonds, to the extent of funds available therefor, in full on the Bond Payment Date falling in February 2021 (the "**Bond Expected Maturity Date**") at their respective Bond Redemption Amounts as at such date.

If insufficient funds are available to redeem the Bonds at their respective Bond Redemption Amounts on the Bond Expected Maturity Date, the Bond Issuer will continue to make payments of principal and interest on the Bonds on each succeeding Bond Payment Date to the extent of funds available therefor in accordance with the priority of payments set forth in the Transaction Administration Agreement until the Bonds have been redeemed in full at their respective Bond Redemption Amounts or until the Bond Payment Date immediately preceding the Note Legal Maturity Date (the "**Bond Legal Maturity Date**") on which date the Bond Issuer will redeem the Bonds in full at their respective Bond Redemption Amounts as at such date.

(b) Revolving Period

During the Revolving Period, no principal in respect of the Bonds will be paid.

(c) Controlled Amortisation Period

During the Controlled Amortisation Period, Scheduled Amortisation Amounts (equivalent to the Scheduled Amortisation Amounts payable on the Notes) are expected to be paid on the Bonds on each Bond Payment Date.

(d) Early Amortisation Period

During the Early Amortisation Period, amounts in respect of principal will be payable on each Bond on each Bond Payment Date up to its Principal Amount Outstanding, to the extent of funds available therefor, until the Bonds have been repaid in full.

(e) Optional Redemption

At any time following the occurrence of an Early Amortisation Event or a Tax Event or if the Principal Amount Outstanding of a Bond is equal to or less than ten per cent. of the Principal Amount Outstanding of the relevant Bond on the Closing Date, the Bond Issuer may at its option, having given not less than 15 days' nor more than 30 days' notice to, among others, the Note Issuer and the Rating Agency (a "**Bond Redemption Notice**") (which notice will be irrevocable), redeem the Bonds, in whole, on the next succeeding Bond Payment Date, at their respective Bond Redemption Amounts.

The Bond Issuer may not optionally redeem the Bonds unless it has sufficient funds to pay in full the Bond Redemption Amounts, all amounts ranking *pari passu* with payments on the Bonds and having a higher payment priority thereto in accordance with the Transaction Administration Agreement, any Swap Termination Amounts, any Extra Charges and other amounts due and payable to the Swap Providers under the Transaction Documents and all other Bond Issuer Obligations.

Bond Events of Default

If any of the following events occurs or has occurred, then the Security Agent if so requested in writing by the Majority Investor, will immediately (i) declare that a Bond Event of Default has occurred (each, a "**Bond Event of Default**") and (ii) deliver a notice (a "**Bond Enforcement Notice**") to the Bond Issuer and the Swap Providers in accordance with the provisions of the Bond Subscription and Agency Agreement declaring that each Bond is, whereupon it will immediately become, immediately due and payable at its Bond Redemption Amount, without any further action or formality:

(a) default is made in the repayment of all outstanding principal amount of a Bond on or before the Bond Legal Maturity Date, or in the payment of any interest in respect of a Bond and such default continues for three Business Days;

(b) default is made by the Bond Issuer in the performance or observance of any material obligation, condition or provision binding on it under the Transaction Documents to which it is a party (other than any obligation for the payment of any principal or interest on the Bonds) and such default continues for 30 days after written notice by the Security Agent to the Bond Issuer;

(c) an order is made or an effective resolution is passed for the winding-up or dissolution of the Bond Issuer;

(d) (x) the Bond Issuer stops payment of its debts (within the meaning of any applicable bankruptcy law), or is unable to pay its debts as and when they fall due; or

(y) the Bond Issuer ceases or, through an official action of the board of directors, or meeting of the Equityholders, of the Bond Issuer, threatens to cease, to carry on all or any substantial part of its business;

(e) proceedings are initiated against the Bond Issuer under any applicable liquidation, insolvency, rehabilitation or other similar laws including, for the avoidance of doubt, presentation to the court of an application for an administration order, or an administrative receiver or other receiver, administrator or other similar official is appointed in relation to the Bond Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Bond Issuer or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of the Bond Issuer or a distress, execution, attachment, sequestration, diligence or other process is levied, enforced upon, sued out or put in force against the whole or any substantial part of the undertaking or assets of the Bond Issuer and, in any of the foregoing cases, it shall not be discharged, annulled or withdrawn within 14 days;

(f) any decree, resolution, authorisation, approval, consent, filing, registration or exemption necessary for the execution and delivery of the Bonds on behalf of the Bond Issuer and the performance of the Bond Issuer's obligations under the Bonds is withdrawn or modified or otherwise ceases to be in full force and effect, or it is unlawful for the Bond Issuer to comply with, or the Bond Issuer contests the validity or enforceability of or repudiates, any of its obligations under the Bonds;

(g) the Bond Issuer fails to comply with or contests the validity or enforceability of or repudiates any of its obligations under the Transaction Documents;

(h) the Bond Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, rehabilitation or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally (or any class of its creditors) or enters into an arrangement or composition with its creditors generally (or any class of its creditors);

(i) any representation or warranty made by the Bond Issuer in any of the Transaction Documents proves to be incorrect or misleading in any material respect when made;

(j) if the Note Issuer is the holder of the Bonds, a Note Event of Default occurs; or

(k) one or more final judgments from a court from which no further appeal or judicial review is permissible under applicable law are awarded against the Bond Issuer in an aggregate amount in excess of KRW10,000,000.

Withholding Taxes

All payments in respect of the Bonds will be made free and clear of, and without withholding or deduction for or on account of, any present or future Taxes, unless such withholding or deduction is required by Law. In such event, the Bond Issuer will pay, but only to the extent of funds available therefor in accordance with the priority of payments set forth in the Transaction Administration Agreement, such additional amount as may be necessary in order that the net amount received by the Bondholder in respect of the Bonds after such withholding or deduction will equal the amounts which would have been received in the absence of such withholding or deduction.

Bond Issuer Accounts

On or before the Closing Date, the Transaction Administrator will establish a Won denominated segregated account (the "**Bond Issuer Won Account**") with The Bank of New York Mellon, Seoul Branch, a U.S. dollar denominated segregated account (the "**Bond Issuer USD FX Account**") and a Singapore dollar denominated segregated account (the "**Bond Issuer SGD FX Account**" and, together with the Bond Issuer USD FX Account, the "**Bond Issuer FX Accounts**"), with the Designated FX Bank and a U.S. dollar denominated segregated account (the "**Bond Issuer USD Account**") and a Singapore dollar denominated segregated account (the "**Bond Issuer SGD Account**" and, together with the Bond Issuer USD Account, the Bond Issuer Won Account and the Bond Issuer FX Accounts, the "**Bond Issuer Accounts**") with The Bank of New York Mellon, London Branch, each in the name of the Bond Issuer. The Transaction Administrator will also establish a U.S. dollar denominated segregated account and a Singapore dollar denominated segregated account with The Bank of New York Mellon, London Branch for the purposes of receiving cash collateral payments under the Swap Agreements from the Swap Providers (together, the "**Swap Cash Collateral Accounts**") to be applied in accordance with the provisions of the Swap Agreements and the Transaction Administration Agreement. Payments from the Trustee on each Trust Distribution Date in respect of the Investor Interest will be deposited into the Bond Issuer Won Account. The Transaction Administrator or, following the Enforcement Date, the Security Agent, will apply all funds on deposit in the Bond Issuer Won Account, the Bond Issuer USD Account and the Bond Issuer SGD Account on each Swap Payment Date and Bond Payment Date in the order of priority set out in "– *Application of Funds on Swap Payment Dates and Bond Payment Dates*" below.

Governing Law

The Bonds, the Bond Subscription and Agency Agreement and the Security Assignment will be governed by English law. The Trust Agreement, the Servicing Agreement, the Transaction Administration Agreement, the Investor Interest Subscription Agreement, the Bond Issuer Administrator Agreement, the Bond Issuer Servicing Agreement, the Pledge Agreement and the Equity Pledge Agreement will be governed by Korean law.

Limited Recourse

Each party to the Transaction Documents will agree that recourse against the Bond Issuer, and the liability of the Bond Issuer, in relation to its obligations under the Bonds will be limited to the Bond Issuer Property and the Equity Pledge Assets and the amounts from time to time available in accordance with, and in the order of priority set out in, the Transaction Administration Agreement.

No Petition

Each Bond Secured Party will agree in the relevant Transaction Documents that it will not petition a court for, or take any other action or commence any proceedings for, the liquidation, winding-up or re-organisation of the Bond Issuer, or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator or similar officer of the Bond Issuer or of any or all of the Bond Issuer's revenues and assets, until one year and a day after the payment in full of all amounts owing in respect of the Bond and of all Note Issuer Obligations.

THE RECEIVABLES

The Receivables

The Originator provides consumer finance services, including the option to purchase merchandise and services on an instalment payment basis ("**Instalment Purchases**"), on a revolving payment basis ("**Revolving Purchases**") or on a lump sum basis ("**Lump Sum Purchases**"), cash advances ("**Cash Advances**") and revolving cash advances ("**Revolving Cash Advances**") (see "*The Originator – Overview – The Accounts*"), through Accounts maintained with the Originator by Accountholders. The Originator issues one or more Cards to each Accountholder and each nominated cardholder under each Account. Each Card is subject to a Card Agreement which governs the terms and conditions of the Card.

The assets of the Trust will primarily be the Receivables, which are a pool of Won-denominated receivables consisting of amounts owed by Accountholders on certain Accounts designated from time to time (the "**Designated Accounts**") for Instalment Purchases, Revolving Purchases, Lump Sum Purchases, Cash Advances and Revolving Cash Advances and including finance charges, other fees and charges and any other amounts owed by the Accountholder thereunder.

See "*Description of the Receivables*".

Designated Accounts

The Originator will identify Designated Accounts from its available Accounts as of the Initial Cut-off Date ("**Initial Accounts**") and from time to time on the relevant Cut-off Dates ("**Additional Accounts**").

The Servicer will be responsible for designating each of the Receivables and the Designated Accounts in its computer systems in such a manner as will identify the Receivables as being owned by the Trustee and distinguishing each of the Receivables and the Designated Accounts from other receivables and Accounts, respectively, owned or administered by the Originator.

Entrustment of Receivables

Pursuant to the Trust Agreement, the Originator will entrust to the Trustee for the benefit of the Interestholders on the Initial Entrustment Date all of its rights, title, interest and benefit in, to and under:

(a) all the Receivables existing as of the close of business on the Initial Cut-off Date in the Initial Accounts; and

(b) all Receivables arising from time to time thereafter in the Initial Accounts until the earlier of (i) the date on which all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations have been paid in full and (ii) the Note Legal Maturity Date.

The aggregate amount of Receivables in the Initial Accounts as of the Initial Cut-off Date is KRW672,382,777,697.

From time to time during the Revolving Period or Controlled Amortisation Period, the Originator may (with the consent of the Trustee and the Investor Interestholder and subject to certain other conditions precedent set forth in the Trust Agreement) entrust to the Trustee for the benefit of the Interestholders all of its rights, title, interest and benefit in, to and under:

(a) all the Receivables existing as of the close of business on a specified Cut-off Date in specified Additional Accounts; and

(b) all Receivables arising from time to time thereafter in such specified Additional Accounts until the Trust Termination Date.

At the written request of the Originator, the Trustee may, subject to the satisfaction of certain conditions precedent, from time to time during the Revolving Period and the Controlled Amortisation Period reassign to the Originator all of the Trustee's rights, title, interest and benefit in, to and under all of the Receivables then existing and arising from time to time thereafter in certain Designated Accounts.

Following any such reassignment, such specified Accounts will cease to be Designated Accounts and any receivables then existing or thereafter arising thereunder will cease to be Receivables.

Upon breach of an Asset Warranty in respect of any Receivable, the Trustee will, if the Majority Investor so directs, reassign such Receivable to the Originator and the Originator will pay the Reassignment Price for such Receivable. See "– *Asset Warranties*" below.

Accordingly, the amount of Receivables to which the Trustee is entitled from time to time will fluctuate as Designated Accounts are removed from, or added to, the Trust, as Receivables are reassigned to the Originator, as New Receivables are generated in Designated Accounts and as existing Receivables are collected, written-off as uncollectible or otherwise become subject to a Receivable Balance Adjustment.

Cut-off Dates and Entrustment Dates

With respect to each designation of a Designated Account, the related "**Cut-off Date**" is the date as of which the Receivable Balance for each Receivable then existing in such Designated Account is determined, and the related "**Entrustment Date**" is the date as of which all of the Originator's rights, title, interest and benefit in, to and under the Receivables existing in such Designated Account as of the related Cut-off Date and thereafter arising from time to time, are entrusted by the Originator to the Trustee.

Eligible Accounts

The Originator has represented in the Trust Agreement that each Designated Account is an Eligible Account. If any Designated Account does not satisfy each of the Eligibility Criteria as of the relevant Cut-off Date, as of the relevant Entrustment Date and, if relevant, as of the date of creation of any New Receivable arising therein, it will automatically and with immediate effect from such date be and become an Ineligible Account. In addition, a Designated Account will not be an "**Eligible Account**" and will automatically and with immediate effect be and become an Ineligible Account if any Receivable which arises thereunder (whether in existence at the relevant Entrustment Date or arising thereafter) is or is determined to be an Ineligible Receivable. An Account which has been, at any time, an Ineligible Account may never again be an Eligible Account and may not be designated as an Eligible Account by the Originator on any subsequent Cut-off Date.

Eligible Receivables

The Originator has represented in the Trust Agreement that each Receivable is an Eligible Receivable. If any Receivable is not an Eligible Receivable or arises in the same Account as an Ineligible Receivable or arises in a Designated Account which is or is determined to be or become an Ineligible Account, such Receivable will be an Ineligible Receivable.

Asset Warranties

As of each Entrustment Date, the Originator will represent and warrant as follows in respect of each Designated Account the Receivables arising in which are to be entrusted on such Entrustment Date and in respect of each Receivable in existence in any such Designated Account on such Entrustment Date (for the avoidance of doubt, any reduction in amount due to Receivables Balance Adjustment shall not constitute a breach of Asset Warranties):

(a) each such Designated Account is an Eligible Account and each such Receivable is an Eligible Receivable;

(b) the Originator has, and will have, good and marketable title to the Receivables, free and clear of any present or future Lien, at the time of the entrustment of the Receivables to the Trustee, and such Receivables are, and will be, free and clear of any Lien, and are not, and will not be, subject to any prior transfer or entrustment, at the time of registration of such transfer with the FSC;

(c) the Trust Agreement constitutes a valid entrustment of all such Receivables to the Trustee and, upon registration of each entrustment of the Receivables with the FSC, in the event of the bankruptcy or other similar proceedings of the Originator, such Receivables would not constitute property of the Originator's estate and the Trustee's ownership of such Receivables would not in any way be adversely affected;

(d) upon each entrustment of such Receivables and the registration of such entrustment with the FSC, the Trustee shall acquire a valid and enforceable perfected ownership interest in such Receivables (against all parties other than Accountholders, perfection against which shall require only the delivery of a Perfection Notice in accordance with the Trust Agreement), free and clear of any Lien;

(e) the information relating to each such Receivable set out in the applicable Receivables List is true, accurate and complete in all material respects and is not misleading in any material respect (for these purposes if the aggregate inaccuracies in respect of the aggregate Receivable Balance of all the Receivables set out in the Receivables List exceed KRW100,000,000 in the aggregate, such inaccuracies are deemed to be misleading); and

(f) in relation to each of the Receivables entrusted pursuant to the Trust Agreement, to the best knowledge of the Originator, none of the related Accountholders has, on the Initial Cut-off Date with respect to the Initial Accounts or the relevant Cut-off Date with respect to the Additional Accounts, had any insolvency, bankruptcy, individual debtor rehabilitation, liquidation or other similar legal proceedings commenced against it; and the Originator has not received written notice of, and is not otherwise aware of, having made due enquiries, any bankruptcy, insolvency, individual debtor rehabilitation or liquidation of any Accountholders.

As of the date of creation of each New Receivable, the Originator will represent and warrant to as set out in paragraphs (a), (c) and (d) above in respect of such New Receivable.

If there is a breach of an Asset Warranty with respect to any Receivable, then within ten Seoul Business Days of the last day of the Collection Period during which the Trustee directs such Receivable to be reassigned to the Originator, the Originator will be required to pay the Reassignment Price for such Receivable, and all other Receivables in the Designated Account in which such Receivable arose, to the Trustee. After receipt of such Reassignment Price, the Trustee will reassign such Receivable (together with all other Receivables in the Designated Account in which such Receivable arose) to the Originator. Following any such reassignment, the relevant Account will cease to be a Designated Account and any receivable then existing or thereafter arising in such Account shall cease to be a Receivable owned by the Trust.

If the Originator is the Seller Interestholder and the Subordinated Seller Interestholder, then the Reassignment Price may be paid (in whole or in part) by way of the Trustee withholding such Reassignment Price (or a portion thereof) from any Daily Cash Release on the date specified by the Trustee for payment of the Reassignment Price.

Until such time as the Originator has paid the Reassignment Price for any relevant Receivables, or at any time during the Early Amortisation Period or on or after the Enforcement Date, all Collections on such Receivables will be treated as Eligible Account Collections.

Collections

The Trustee will, on or before the thirtieth day after the Closing Date, enter into Automatic Debit Agreements with the Originator and the Automatic Debit Banks and CMS Arrangements with the KFTC to divert all monies relating to the Receivables directly to the accounts of the Trustee with the Automatic Debit Banks (the "**Auto Debit Accounts**"). Subject to the distributions of Daily Cash Release (see "*– The Trust – Daily Cash Release*" below), the Trustee will agree in the Trust Agreement to remit, or procure that the Automatic Debit Banks remit, all funds on deposit in such Auto Debit Accounts at the close of business on any day to the Trust Collection Account on or before the next Seoul Business Day.

On each Seoul Business Day, the Trustee will (i) cause all Collections and any other amounts received from the Accountholders in respect of the Receivables, to be deposited into the (x) relevant Auto Debit Account in respect of a payment transferred pursuant to the relevant Automatic Debit Agreement and (y) Trust Collection Account in respect of a payment transferred through the CMS Arrangement, in each case, as soon as practicable, (ii) cause the Auto Debit Banks to remit any Collections or other amounts deposited into the relevant Auto Debit Account into the Trust Collection Account on the next Seoul Business Day following receipt thereof, (iii) cause the Servicer to remit all Collections received from Accountholders into the Trust Collection Account in accordance with the Servicing Agreement and (iv) apply all Collections received into the Trust Collection Account in accordance with the provisions of the Trust Agreement.

Collections on the Receivables in any Collection Period are characterised as Eligible Account Collections (which are comprised of Eligible Account Interest Collections and Eligible Account Principal Collections) and Seller Collections. See "*Master Definitions Schedule*".

In relation to Receivables which are reassigned to the Originator, if they are reassigned on any Seoul Business Day during the Revolving Period or Controlled Amortisation Period, the Reassignment Price will generally (subject to the satisfaction of certain conditions) be deemed to constitute Seller Collections and if they are reassigned during the Early Amortisation Period or on or after the Enforcement Date, the Reassignment Price will be deemed to constitute Eligible Account Collections.

Registrations and Notices

On or before the Initial Entrustment Date (i) the Trustee will file with the FSC a Securitisation Plan relating to the entrustment of Receivables by the Originator to the Trustee, (ii) the Bond Issuer will file with the FSC a Securitisation Plan relating to the subscription by the Bond Issuer of the Investor Interest, (iii) the Originator will register with the FSC an Asset Transfer Registration relating to the entrustment of Receivables by the Originator to the Trustee and (iv) the Trustee will register with the FSC an Asset Transfer Registration relating to the subscription by the Bond Issuer of the Investor Interest.

On or before each relevant Entrustment Date, the Originator will file with the FSC an Asset Transfer Registration with respect to each entrustment of Receivables arising under the relevant Additional Accounts by the Originator to the Trustee.

The Originator will also be required to file on the twelfth Seoul Business Day of each month, a report (*Hwak-jung-bo-wan-gong-shi*) with the FSC in accordance with the ABS Act relating to the Receivables arising in the Designated Accounts during the immediately preceding Collection Period.

The Trustee, or the Servicer if so delegated by the Trustee, will be required to register with the FSC in accordance with the ABS Act each reassignment of Receivables from the Trust at the request of the Originator or for breach of an Asset Warranty and any sale of the Receivables Pool to the Originator.

Following the occurrence of any Early Amortisation Event, the Enforcement Date or the termination of the Servicer pursuant to the Servicing Agreement, upon receipt of written notice from the Trustee, the Originator will within ten Seoul Business Days serve a Perfection Notice, in accordance with the ABS Act, by content and delivery proof mail (*Baedal Jeungmyungbu Naeyong Jeungmyung*), on each Accountholder sufficient to perfect the Trustee's interest in the Receivables.

SERVICING

Servicing

Pursuant to the Servicing Agreement, the Trustee (i) has appointed the Servicer to manage, service and administer the Receivables in accordance with the terms of the Servicing Agreement and the Card Agreements and (ii) has agreed to perform the Back-up Services.

The Servicer will perform its services in accordance with the Credit Card Guidelines and with professional standards of care and practice ordinary for a prudent credit card receivables servicer administering similar credit card receivables in Korea and otherwise in accordance with applicable Law.

Servicer Duties

Under the Servicing Agreement, the Servicer is required to, *inter alia*:

(a) manage and administer the Receivables in accordance with the Credit Card Guidelines (or, where the Back-up Servicer or a Substitute Servicer is providing the Services, such entity's servicing and enforcement procedures) and the terms of the Servicing Agreement;

(b) make reasonable efforts to collect all payments in respect of the Receivables as and when the same become due in accordance with the Credit Card Guidelines and calculate the amounts to be paid by each Accountholder in accordance with the relevant Card Agreement(s); and

(c) comply with and perform the other agreements, covenants and obligations on its part set out in the Servicing Agreement and the other Transaction Documents to which it is a party.

Monthly Servicer Report

The Servicer is required to, on each Determination Date, deliver a Monthly Servicer Report to, *inter alios*, the Trustee, the Majority Investor, the Investor Interestholder and the Transaction Administrator in respect of Collections received by the Servicer or the Trustee during the immediately preceding Collection Period. The Monthly Servicer Report will contain a statement from the Servicer certifying that no Servicer Termination Event or Early Amortisation Event had occurred as of the last day of the Collection Period to which such Monthly Servicer Report relates.

Servicer Covenants

The Servicer has undertaken with each party to the Servicing Agreement that it will, *inter alia*:

(a) comply at all times in all material respects with all Laws (including, without limitation, the Personal Information Protection Act and the Act on Protection and Use of Credit Information) applicable to or in any way affecting the creation and servicing of the Receivables or the transactions contemplated by the Transaction Documents;

(b) execute all such further documents and take all such further action as may be necessary on the Closing Date or from time to time thereafter, in the reasonable opinion of the Trustee or the Majority Investor, to ensure that the Trustee has an ownership interest in the Receivables (to the extent contemplated by the Transaction Documents) and to give effect to the Servicing Agreement;

(c) subject to any applicable Law (including, without limitation, the Personal Information Protection Act and the Act on Protection and Use of Credit Information), comply with any directions, orders and instructions in writing which the Trustee, the Majority Investor or the Transaction Administrator may, from time to time, reasonably give to it in connection with the performance of its obligations under the Servicing Agreement; *provided that*, in the event of conflicting instructions between the Trustee, the Majority Investor or the Transaction Administrator, it will comply with such instructions from the Majority Investor to the extent that such compliance would not cause it to breach any of its other obligations under the Transaction Documents;

(d) at all times allocate payments and recoveries on each Designated Account in the order of priority set forth in the Servicing Agreement (as such order of priority may be amended from time to time in the Credit Card Guidelines in accordance with the Trust Agreement and as notified to the Majority Investor and the Rating Agency);

(e) deliver to the Trustee and the Back-up Servicer promptly after the end of each month (and in any event no later than twenty Seoul Business Days after the end of each month) a Data File containing such details of the Receivables as the Trustee, the Transaction Administrator or the Majority Investor may from time to time request;

(f) keep separate and not commingle the Receivables or Collections with any of its assets, except as contemplated by the Servicing Agreement or the Trust Agreement;

(g) perform its obligations under each of the Automatic Debit Agreements and the CMS Arrangements;

(h) set the interest rates (if any) on the Receivables in a manner consistent with the interest rates charged by the Originator on similar receivables in Accounts other than the Designated Accounts; *provided that* the Servicer shall not (i) set or adjust such interest rates in a manner that would result in the occurrence of an Early Amortisation Event or (ii) adjust such interest rates after the occurrence of an Early Amortisation Event, without the prior written consent of the Investor Interestholder (acting on the written instructions of the Majority Investor) (such consent not to be unreasonably withheld, delayed or conditioned) save for such adjustments as may be required by mandatory provisions of applicable Law;

(i) deliver to the Trustee, the Rating Agency, the Transaction Administrator, the Note Trustee, the Swap Providers, the Majority Investor and the Investor Interestholder, promptly, but in any event within five Seoul Business Days, of its becoming aware of the same, notice of the occurrence of any Servicer Termination Event or any event which with the giving of notice or lapse of time or certification would constitute a Servicer Termination Event;

(j) not create or permit to exist any Lien on any Receivables, Collections, Account Records or other rights entrusted pursuant to the Trust Agreement, except as permitted or required under the Transaction Documents or arising by operation of Law;

(k) not modify the Credit Card Guidelines or any form of the Card Agreements except as permitted under the Trust Agreement or update or modify the Transfer Plan in a manner that would adversely affect the interests of the Investor Interestholder, the timely receipt of Collections or the performance of the Back-up Servicer's or Servicer's obligations under the Servicing Agreement, save for such amendments or modifications as may be required or recommended by the FSS or the FSC or required by mandatory provisions of applicable Law or required to be consistent with customary and reasonable practices in Korea (in each case, with prior written notice to the Majority Investor and the Rating Agency);

(l) not modify or amend or terminate, or purport to modify, amend or terminate, any Automatic Debit Agreement without the prior written consent of the Trustee and the Majority Investor (such consent not to be unreasonably withheld, delayed or conditioned) and prior written notice to the Rating Agency;

(m) (i) not modify, amend or terminate, or purport to modify, amend or terminate any CMS Arrangement, filed and maintained by the Trustee, without the prior written consent of the Trustee and the Majority Investor and prior written notice to the Rating Agency, save for such modifications, amendments or termination as may be required or recommended by the FSS or the FSC or required by mandatory provisions of applicable Law or required to be consistent with customary and reasonable practices in Korea (in each case, with prior written notice to the Majority Investor and the Rating Agency); and

(ii) in the case where any CMS Arrangement has become effective, remove from the KFTC Application filed and maintained by the Servicer (in its capacity as the Originator) with the KFTC any and all accounts held by each Accountholder which shall be subject to the CMS Arrangement by revoking or otherwise changing such KFTC Application and shall submit evidence of such removal to the Trustee prior to the filing of the KFTC Application by the Trustee in connection with the CMS Arrangement; and

(n) if the Originator is the Servicer, perform its obligations (in whatever capacity) under the Automatic Debit Agreements and to effect the CMS Arrangement for and on behalf of the Trustee, it being further agreed by the Servicer that only the Trustee and not the Servicer shall be entitled to submit a new KFTC Application in respect of all such accounts removed by the Servicer from the KFTC Application previously filed and maintained by the Servicer (in its capacity as the Originator) pursuant to paragraph (m) above and not take any action to obstruct, hinder or in any way prevent the submission of such new KFTC Application by the Trustee or the effecting of each CMS Arrangement.

Annual Compliance Statement and Servicing Review Report

The Servicer has agreed in the Servicing Agreement to deliver to the Trustee, the Note Trustee, the Swap Providers, the Transaction Administrator, the Investor Interestholder, the Majority Investor and the Rating Agency within 120 days after the end of each calendar year (beginning with 2017) an annual compliance statement with respect to its obligations under the Servicing Agreement.

The Servicer has also agreed to procure a Servicing Review Report within 60 days after the end of each 12 month period following the Closing Date in respect of two Collection Periods randomly selected by the Designated Accounting Firm from such 12 month period.

Servicer Termination Events

Pursuant to the Servicing Agreement, upon the occurrence of a Servicer Termination Event, the Trustee, who will act in accordance with the Majority Investor's instructions, may terminate the appointment of the Servicer. Immediately upon such termination, the Back-up Servicer will automatically be obligated to perform the Services in place of the Servicer. See "*Master Definitions Schedule – Servicer Termination Events*".

Custody

The Servicer has agreed in the Servicing Agreement to act as custodian for the Trustee with respect to the Core Records, and the Servicer will, as custodian, procure the Core Records to be maintained in a safe, fireproof, single, centralised location within 45 days from the Closing Date (with respect to the Core Records relating to Initial Designated Accounts) or within 15 days from the relevant Entrustment Date (with respect to the Core Records relating to Additional Accounts).

THE TRUST

Trust Interests

The interests in the Trust are the Investor Interest, the Seller Interest and the Subordinated Seller Interest. The initial beneficiaries of the Trust are the Originator as holder of the Seller Interest and the Subordinated Seller Interest and the Bond Issuer as holder of the Investor Interest (the "**Investor Interestholder**"). Each of the Investor Interest, the Seller Interest and the Subordinated Seller Interest is entitled to distributions of profit and principal from the Trust in accordance with the Trust Agreement on each Trust Distribution Date. Distributions on the Subordinated Seller Interest will be subordinated to distributions on the Investor Interest. See "– *Application of Collections on Trust Distribution Dates*".

The Trustee will hold the Trust Assets on trust for each of the Interestholders in accordance with their respective entitlements as they appear in the Trust Agreement.

Each Trust Interest will be evidenced by a physical trust certificate. The Trust Interests represent rights to distributions under the Trust Agreement and do not represent recourse obligations of, and are not guaranteed by, the Originator, the Servicer or any affiliate thereof. The certificate representing the Investor Interest will be held by the Security Agent on the Closing Date.

The initial outstanding amount of the Investor Interest will be KRW337,649,280,000, which is the Won Equivalent of U.S.$299,999,360. During the Revolving Period, the outstanding amount of the Investor Interest will remain fixed at such initial amount. During the Controlled Amortisation Period, the outstanding amount of the Investor Interest will be reduced on each Trust Distribution Date by the aggregate amount of principal paid on the Investor Interest on that Trust Distribution Date in accordance with the provisions of the Trust Agreement. During the Early Amortisation Period and on and after the Enforcement Date, the Collections will be applied to the Investor Interest on each Trust Distribution Date until the outstanding amount is reduced to zero. The initial outstanding amount of the Subordinated Seller Interest will be KRW95,234,412,308 and the initial outstanding amount of the Seller Interest will be an amount equal to the Pool Balance as of the Closing Date less the sum of the initial outstanding amounts of the Investor Interest and the Subordinated Seller Interest.

Trust Collection Account

On or before the Closing Date, the Trustee will establish the Trust Collection Account and the Trust Reserve Account, each as a segregated Won-denominated account in its name as a trust account at the Account Bank and, on or before the thirtieth day after the Closing Date, an Auto Debit Account with each Automatic Debit Bank. Amounts held in the Trust Collection Account and the Trust Reserve Account may be invested in Eligible Investments pending distribution thereof. All Collections on deposit in the Trust Collection Account, including any amounts transferred into the Trust Collection Account from the Trust Reserve Account by the Trustee from time to time or credited to the Trust Collection Account by the Originator from time to time as an Originator Cash Deposit, will be applied in accordance with the provisions of "– *Daily Cash Release*" and "*Application of Collections on Trust Distribution Dates*" below. On each Seoul Business Day, the Trustee will credit all Collections to certain administrative ledgers of the Trust Collection Account, all Eligible Account Principal Collections will be credited to the Principal Collections Ledger of the Trust Collection Account and all Eligible Account Interest Collections will be credited to the Interest Collections Ledger of the Trust Collection Account.

Trust Reserve Account

The Trust Reserve Account will be funded on the Closing Date in an amount equal to the Required Reserve Amount (including Transfer Costs). The Transfer Costs will be payable to the Back-up Servicer on any date on which the Back-up Servicer is required to send Perfection Notices or Servicer Termination Notices to Accountholders.

On any date during a Collection Period on which the Eligible Pool Balance Requirement is not satisfied, the Originator (in its capacity as Seller Interestholder, Subordinated Seller Interestholder and Servicer) will make an Originator Cash Deposit into the Trust Reserve Account in order to satisfy the Eligible Pool Balance Requirement on such date. See "– *Originator Cash Deposits*" below.

On any date during a Collection Period on which the Eligible Pool Balance Requirement is not satisfied and each of the other Cash Release Conditions is satisfied, the Trustee will be required to transfer such amount from the Trust Collection Account to the Trust Reserve Account as is required to satisfy the Eligible Pool Balance Requirement on such date.

Daily Cash Release

On each Seoul Business Day prior to the Early Amortisation Period or the Enforcement Date on which the following Cash Release Conditions are satisfied, the Trustee will remit all Collections on deposit in the Auto Debit Accounts and the Trust Collection Account in excess of the Required Collection Amount on such date (following any transfer of amounts to the Trust Reserve Account on such date) to the Originator in its capacity as Seller Interestholder, as Subordinated Seller Interestholder and (if the Originator is the Servicer) as Servicer (each such remittance, a "**Daily Cash Release**").

The "**Cash Release Conditions**" will be satisfied on each Seoul Business Day:

(a) if the amount on deposit in the Trust Collection Account after such remittance will be at least equal to the Required Collection Amount on such date;

(b) if the Trustee has received a Collection Report from the Servicer for such Seoul Business Day by 2:00 p.m. (Seoul time);

(c) if the Eligible Pool Balance Requirement will be satisfied immediately following such remittance; and

(d) if no Early Amortisation Event has occurred or will occur following such remittance.

Originator Cash Deposits

If the amount on deposit in the Trust Collection Account on the last Seoul Business Day of any Collection Period during the Revolving Period or Controlled Amortisation Period is less than the aggregate amounts payable on the next succeeding Trust Distribution Date under paragraphs (a), (b), (c) and (d) under "– *Application of Collections on Trust Distribution Dates-Distributions during the Revolving Period and Controlled Amortisation Period – Eligible Account Interest Collections*", excluding, in each case, any amounts payable to the Seller Interestholder, the Subordinated Seller Interestholder and, if the Originator is the Servicer, to the Servicer on such Trust Distribution Date, then the Originator, in its capacity as Seller Interestholder and the Subordinated Seller Interestholder, shall, subject to the delivery of a Solvency Certificate signed by an authorised signatory of the Originator on such date to the Trustee and the Majority Investor, deposit into the Trust Collection Account, an amount sufficient to cover such difference (each amount required to be remitted by the Originator, an "**Originator Cash Deposit**"). The aggregate of the Originator Cash Deposits payable in any Collection Period may not exceed the aggregate of all amounts received by the Originator as Daily Cash Release plus all amounts distributed or retained by the Servicer pursuant to the Servicing Agreement, in each case during such Collection Period.

Other Trust Distributions

Subject to earlier payment by way of Daily Cash Release, on each Trust Distribution Date the Trustee will pay all Seller Collections for the most recently ended Collection Period to the Seller Interestholder. On each Trust Distribution Date following the payment in full of all Bond Issuer Obligations and Note Issuer Obligations and prior to the Trust Termination Date, all Collections will be paid to the Seller Interestholder on the date of receipt thereof.

On the Closing Date, the Trustee will pay to the Investor Interestholder from amounts on deposit in the Trust Collection Account an amount equal to the transaction costs for the transactions contemplated by the Transaction Documents, and the Investor Interestholder will apply such amounts in payment of such costs.

Calculations

On each Trust Distribution Date, prior to any transfer of amounts from the Trust Reserve Account to the Trust Collection Account on such Trust Distribution Date to be applied as Eligible Account Interest Collections, the Trustee shall calculate (using the information provided to the Trustee in the relevant Collection Report, Monthly Servicer Report and Transaction Administrator Report and all such other information as the Trustee has obtained from the Servicer, the Transaction Administrator or any Bond Secured Party):

(i) the Investor Percentage and the Seller Percentage of each of (x) the Eligible Account Interest Collections and (y) the Eligible Account Principal Collections on deposit in the Trust Collection Account on such date (excluding any amounts transferred to the Trust Collection Account from the Trust Reserve Account on such date);

(ii) the sum of all Receivable Balance Adjustments made during the immediately preceding Collection Period (the "**Investor Principal Shortfall**");

(iii) any shortfall in the amounts available to be distributed in accordance with paragraphs (a)(i) to (iii) (inclusive) under "– *Application of Collections on Trust Distribution Dates – Distributions during the Revolving Period and Controlled Amortisation Period – Eligible Account Interest Collections*" or paragraphs (a)(i) to (iii) (inclusive) under "– *Application of Collections on Trust Distribution*

Dates – Distributions during the Early Amortisation Period or following Enforcement Date – Eligible Account Interest Collections" from the Investor Percentage of the Eligible Account Interest Collections calculated in accordance with paragraph (i) above on such Trust Distribution Date (the "**Investor Interest Shortfall**"); and

(iv) any shortfall in the amounts available to be distributed in accordance with paragraphs (b)(i) to (v) (inclusive) under "– *Application of Collections on Trust Distribution Dates-Distributions during the Revolving Period and Controlled Amortisation Period – Eligible Account Interest Collections*" or paragraphs (b)(i) to (vi) (inclusive) under "– *Application of Collections on Trust Distribution Dates – Distributions during the Early Amortisation Period or following Enforcement Date – Eligible Account Interest Collections*" from the Seller Percentage of the Eligible Account Interest Collections calculated in accordance with paragraph (i) above on such Trust Distribution Date (the "**Seller Interest Shortfall**").

Originator Representations and Warranties

In addition to the Asset Warranties, the Originator has represented in the Trust Agreement as of the Closing Date and each Entrustment Date, *inter alia*, as follows:

(a) it is duly incorporated and validly existing under the Laws of Korea with full power, authority and legal right to conduct its business as presently conducted and to carry out the terms of the Trust Agreement;

(b) it has duly authorised the Trust Agreement by all necessary corporate action, and the Trust Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited by any qualification as to matters of Law contained in any legal opinions required under the Trust Agreement, and will not result in a breach of, or a default under, any Law or any agreement or commitment, or judgment, decree or order, to which it is a party or by which it or any of its assets are bound; the execution, delivery and performance by it of the Trust Agreement and the consummation of the transactions contemplated thereby will not result in any such breach or default;

(c) it has obtained as of the date of the Trust Agreement and will have obtained as of each Entrustment Date, all confirmations, consents, licences, approvals and authorisations and has effected as of the date of the Trust Agreement and will have effected as of each Entrustment Date, all declarations, applications, filings, registrations, notifications and reports (in each case if any) in connection with the execution and delivery of the Trust Agreement and the performance of its obligations thereunder, including with respect to the Securitisation Plans and each Asset Transfer Registration;

(d) there is no action, proceeding or investigation pending or threatened, in or before any Governmental Entity, which questions the validity of the Trust Agreement or any action taken or to be taken pursuant to the Trust Agreement, or which may, individually or in the aggregate, result in a Material Adverse Effect; it is not in violation of any order of any Governmental Entity which violation may result in a Material Adverse Effect;

(e) it is solvent and will not become insolvent by reason of the establishment of the Trust, the entrustment of the Receivables or any other transactions contemplated by the Trust Agreement or the other Transaction Documents;

(f) it has (i) timely filed all tax returns required to be filed, (ii) paid or made adequate provision for the payment of all taxes, assessments and other governmental charges other than those being contested in good faith, and (iii) accounted for the entrustment of the Receivables under the Trust Agreement in its books and financial statements as sales consistent with K-IFRS;

(g) in the event of the bankruptcy or other similar proceedings of the Trustee, the Interestholders' interest in the assets of the Trust (and all of their other rights under the Trust Agreement) would not in any way be materially adversely affected;

(h) no entrustment under the Trust Agreement is or may be voidable or for illegal purposes under any applicable Law and the Originator has no illegal purpose in connection with entering into the transactions contemplated by the Transaction Documents;

(i) the choice of the Laws of Korea as the governing law of the Trust Agreement or, as the case may be, the entrustment and transfer of the Receivables, will be recognised and enforced (subject to any qualifications as to matters of Law contained in any legal opinions required under the Trust Agreement) by the courts of Korea;

(j) all acts, conditions and things required to be done, fulfilled and performed in order to make the Trust Agreement and the entrustment and transfer of the Receivables admissible in evidence in Korea have been (or, in respect of Receivables entrusted after the Initial Entrustment Date, will be) done, fulfilled and performed prior to the relevant Entrustment Date;

(k) no selection procedures believed by the Originator to be materially adverse to the interest of any of the Interestholders were utilised in selecting the applicable Designated Accounts to be entrusted on any Entrustment Date;

(l) the credit quality of the Receivables is similar in all material respects to, and in no event inferior than, the credit quality of the receivables in the Originator's aggregate portfolio of receivables arising under the Accounts; and

(m) the Receivables entrusted on each Entrustment Date do not constitute all or substantially all of the assets of the Originator as of such date.

Originator Covenants

The Originator has undertaken in the Trust Agreement with each party thereto that, *inter alia*, it will:

(a) maintain and implement reasonable administrative and operating procedures in respect of the Receivables (including an ability to recreate records evidencing Receivables and related Card Agreements in the event of the destruction of the originals thereof), and keep and maintain all documents, books, computer tapes, disks, records and other information reasonably necessary or advisable for the collection of all Receivables (including records adequate to permit the daily identification, on an Account by Account basis, of each Account and all collections of any adjustments to each Receivable);

(b) at its own expense, timely and fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Card Agreements; and (if it is the Servicer) at all times allocate Collections and recoveries on each Designated Account in the priority set forth in the Servicing Agreement (as such order of priority may be amended from time to time in accordance with the Credit Card Guidelines and notified to the Majority Investor and the Rating Agency);

(c) immediately inform the Trustee, the Investor Interestholder, the Majority Investor, each Swap Provider, the Note Trustee, the Transaction Administrator, the Security Agent and the Rating Agency upon becoming aware of the occurrence of an Early Amortisation Event or Servicer Termination Event;

(d) render all assistance as may be required in respect of monthly filing or registration requirements in Korea in order to give effect to the transactions contemplated by the Trust Agreement and for the Trustee to comply with the ABS Act;

(e) not modify, or permit to be modified, the Credit Card Guidelines or form of Card Agreement in a manner that is more likely than not to have a Material Adverse Effect without (i) the prior written consent of the Trustee, the Majority Investor and the Investor Interestholder and (ii) prior written notice to the Rating Agency, save for such amendments or modifications as may be required or recommended by the FSS or the FSC or required by mandatory provisions of applicable Law or required to be consistent with customary and reasonable practices in Korea;

(f) not, with the exception of the entrustment of the Receivables under the Trust Agreement or as otherwise permitted or required under the Transaction Documents, sell, pledge, charge, assign or transfer any of such Receivables to any other Person, or take any other action inconsistent with the Trustee's ownership of the Receivables or the related Account Records or grant or permit to exist any Lien upon or with respect to any such Receivables or the related Account Records, and not claim an ownership interest in such Receivables or the related Account Records and shall defend the right, title and interest of the Trustee in, to and under such Receivables and the related Account Records, whether existing at the time of closing or created thereafter, against all claims of third parties;

(g) not exercise any of its rights under any Card Agreement in any way which may adversely affect the collectability of any of the Receivables arising under the Trust Agreement;

(h) not amend, modify or vary, or waive any breach of, any of the Card Agreements in any way which is more likely than not to have a Material Adverse Effect on the Trust or the Trust Assets other than in accordance with the provisions of the Transaction Documents; and

(i) not take any action that has the effect of encouraging the Accountholders to make payment by any means other than by Auto Debit through an Automatic Debit Bank.

Collateral Audit

Prior to the commencement of the Early Amortisation Period, the Originator will arrange for the Designated Accounting Firm to conduct Collateral Audits of all of the Receivables in the Receivables Pool for each twelve-month period ending on 30 November (commencing with the period starting on the Initial Cut-off Date and ending on 30 November 2018).

The Designated Accounting Firm will deliver each Collateral Audit report to the Trustee, the Note Trustee, the Majority Investor, each Swap Provider and the Transaction Administrator, with a copy to the Rating Agency, within 60 days of the completion of the Collateral Audit or within such other period acceptable to the Majority Investor. In addition, the Originator will arrange for the Designated Accounting Firm to conduct a Collateral Audit immediately upon the occurrence of an Early Amortisation Event.

Withholding Tax

Upon imposition of any withholding or other applicable taxes on any payment by the Trustee on the Investor Interest, such payment will be increased by an amount sufficient to result in receipt by the Investor Interestholder of a net amount equal to the payment that would have been received absent such taxes.

Governing Law

The Trust Agreement will be governed by Korean law.

SWAP ARRANGEMENTS

The Swap Agreements

The Bond Issuer has entered into (i) a swap agreement with the Class A1 Swap Provider on 9 November 2017 ("**Class A1 Swap Agreement**") and (ii) a swap agreement with the Class A2 Swap Provider on 9 November 2017 ("**Class A2 Swap Agreement**"), in each case in order to substantially hedge the Bond Issuer against interest rate and currency exposure arising as a result of differences between:

(a) the rates of interest receivable under the Receivables and the rate of interest payable under the Bond; and

(b) the currency in which the Collections and the Investor Interest are denominated (namely Korean Won) and the currency in which payments under the Bonds are to be made (namely U.S. dollars and Singapore dollars).

The obligations of the Swap Providers are several but not joint. See "*The Swap Providers*".

On each Swap Payment Date, the Bond Issuer will make fixed rate interest payments of Korean Won (each, a "**KRW Fixed Amount**") to each Swap Provider and (i) the Class A1 Swap Provider will pay to the Bond Issuer a floating rate interest payment in U.S. dollars (each, a "**Floating Amount**") (calculated by reference to the principal amount outstanding under the Class A1 Bond, the actual number of days in the relevant calculation period and a 360-day year and a floating rate equal to the Class A1 Note Rate of Interest) and (ii) the Class A2 Swap Provider will pay to the Bond Issuer a fixed rate interest payment in Singapore dollars (each, a "**SGD Fixed Amount**") (calculated by reference to the principal amount outstanding on the Class A2 Bond, the actual number of days in the relevant calculation period and a 365-day year at a rate of 1.91 per cent. per annum).

So long as the Swap Agreements have not been terminated, on each Swap Payment Date occurring on or after the Bond Enforcement Date or the commencement of either the Controlled Amortisation Period or the Early Amortisation Period, the Bond Issuer will pay to each Swap Provider the following Won principal amounts ("**Won Principal Amounts**") and, on such Swap Payment Date, each Swap Provider will pay to the Bond Issuer the USD equivalent or, as the case may be, SGD equivalent of the Won Principal Amount for that Swap Payment Date actually received by such Swap Provider calculated by reference to the Applicable Exchange Rate (each, a "**USD Principal Amount**" or, the case may be, a "**SGD Principal Amount**") in accordance with the terms of the Swap Agreements:

(a) on each Swap Payment Date during the Controlled Amortisation Period, the aggregate Won Principal Amounts payable to the Swap Providers will be equal to the Won equivalent (at the Applicable Exchange Rate) of the Scheduled Amortisation Amount for the Class A1 Notes and the Class A2 Notes the immediately succeeding Note Payment Date;

(b) on each Swap Payment Date on or after the commencement of the Early Amortisation Period, the aggregate Won Principal Amounts payable to the Swap Providers will equal the aggregate amount of Principal Collections deposited into the Bond Issuer Won Account available to be distributed in respect of the Won Principal Amounts for that Swap Payment Date; and

(c) on each Swap Payment Date on or after the Bond Enforcement Date, the Won Principal Amount payable under each Swap Agreement will equal the principal amount outstanding of the relevant Bond on that Swap Payment Date.

Proportional Payments

Each Swap Agreement will provide that in the event that the relevant Swap Provider receives part, but not the whole, of any amount due under such Swap Agreement from the Bond Issuer, it shall only be obliged to pay to the Bond Issuer such proportion of the amount due to be paid by it on the immediately following Business Day as the amount received from the Bond Issuer bears to the full amount which should have been paid to the relevant Swap Provider.

Any such partial payment will not constitute a Swap Event of Default (but may, where the amount of such proportional payment is sufficiently low, give rise to a Note Event of Default).

Upon any such proportional payments being made, the Bond Issuer will be obliged to reimburse each Swap Provider for any loss or costs incurred by it as a result of such proportional payments by the payment of Extra Charges to the relevant Swap Provider in the manner and priority described in the Transaction Administration Agreement.

Withholding Tax

Each Swap Provider is obliged to increase its payments to the Bond Issuer under the Swap Agreements so that the net amount received by the Bond Issuer after withholding or deduction for or on account of any present or future taxes, duties assessments or governmental changes imposed by any tax authority, equals the amounts which would have been received by the Bond Issuer in the absence of such withholding or deduction.

Credit Rating Downgrade of the Swap Providers

Each Swap Agreement will provide that the relevant Swap Provider will be required, in the event that such Swap Provider is rated below specified levels by the Rating Agency (as set out in the Swap Agreements) (a "**Downgrade Event**"), to transfer all of its rights and obligations under such Swap Agreement to a replacement swap provider which has the required ratings specified in such Swap Agreement, or to obtain a guarantee of its obligations under such Swap Agreement from a party which has the required ratings specified in such Swap Agreement and/or to transfer Eligible Credit Support (as defined in each Credit Support Annex) to the Bond Issuer in the amounts required by the relevant Credit Support Annex.

Credit Support Annexes

The following description is a summary of certain features of each Credit Support Annex and is qualified by reference to the detailed provisions of each Credit Support Annex.

Under each Credit Support Annex, following a Downgrade Event as defined above under "– *Credit Rating Downgrade of the Swap Providers*", each Swap Provider may be required to transfer Eligible Credit Support (as defined in the relevant Credit Support Annex) to the Bond Issuer in amounts which depend upon the level of the rating of such Swap Provider. Eligible Credit Support in the form of cash will be deposited into the relevant Swap Cash Collateral Account and Eligible Credit Support in the form of securities will be deposited into a custody account. The Credit Support Annex provides that equivalent amounts are to be returned to the relevant Swap Provider following the procurement of a guarantee or

transfer as described above under "– *Credit Rating Downgrade of the Swap Providers*" or, in certain circumstances, the upgrading of the relevant Swap Provider.

Eligible Credit Support includes cash, certain negotiable debt securities and such other assets as may be agreed between the relevant Swap Provider, the Bond Issuer and the Security Agent.

Termination

Unless terminated earlier, each Swap Agreement will terminate on the earlier of (i) the Note Legal Maturity Date and (ii) the Note Payment Date on which the Principal Amount Outstanding of the Notes is zero.

Each Swap Agreement will also provide for the early termination of the transactions thereunder in certain other limited circumstances as more particularly set out in the Swap Agreements.

Each Swap Agreement will provide that, in the event of the termination of such Swap Agreement, Swap Termination Amounts denominated in U.S. dollars or, as the case may be, Singapore dollars will be payable, either by the Bond Issuer to the relevant Swap Provider or by the relevant Swap Provider to the Bond Issuer.

Calculation Agents

Each of ING Bank N.V., Seoul Branch and DBS Bank Ltd., Seoul Branch will act as the calculation agent (respectively, the "**Class A1 Calculation Agent**" and the "**Class A2 Calculation Agent**" and each, a "**Calculation Agent**") under the Class A1 Swap Agreement and Class A2 Swap Agreement, respectively. The Class A1 Calculation Agent will calculate the Floating Rate for the Class A1 Swap Agreement. Each Calculation Agent may be terminated and a successor will be appointed in accordance with the terms of the relevant Swap Agreement.

Governing Law

Each Swap Agreement will be governed by English law.

APPLICATION OF COLLECTIONS ON TRUST DISTRIBUTION DATES

General

On each Trust Distribution Date, the Trustee will release all Seller Collections in respect of the immediately preceding Collection Period which are on deposit in the Trust Collection Account to the Seller Interestholder and apply the Eligible Account Collections in respect of such Collection Period in accordance with the following priorities. All payments made to the Investor Interestholder will be made to the Bond Issuer Won Account.

Distributions during the Revolving Period and Controlled Amortisation Period

On each Trust Distribution Date relating to a Collection Period which ends during the Revolving Period or the Controlled Amortisation Period, the Trustee will apply all Eligible Account Interest Collections standing to the credit of the Interest Collections Ledger and Eligible Account Principal Collections standing to the credit of the Principal Collections Ledger for the most recently ended Collection Period in accordance with the following order of priority:

Eligible Account Interest Collections

(a) An amount equal to the sum of (x) the Investor Percentage of the Eligible Account Interest Collections for the most recently ended Collection Period, (y) any amounts credited to the Interest Collections Ledger from the Trust Reserve Account on such date and (z) any amounts credited to the Interest Collections Ledger on such date in respect of Investor Interest Shortfall, as Eligible Account Interest Collections, shall be applied in or towards satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first, pari passu* and *pro rata*, (x) to the Trustee, to pay the Investor Percentage of all accrued and unpaid Trust Expenses and the Investor Percentage of all amounts (if any) payable in respect of all accrued and unpaid Taxes assessed in respect of the Trust Assets for such Collection Period and any prior Collection Periods (ii) to the Security Agent, to pay the Investor Percentage of all accrued and unpaid Security Agent Perfection Costs;

(ii) *second, pari passu* and *pro rata*, (x) if the Originator is not the Servicer, to the Servicer, to pay the Investor Percentage of the Servicing Fee for such Collection Period and all accrued and unpaid Servicing Expenses for such Collection Period and any prior Collection Periods, subject to the Servicing Expenses Maximum Amount and (y) to the Back-up Servicer, to pay the Investor Percentage of the Back-up Servicer Expenses (subject to a cap specified in the relevant fee letter) and the Back-up Servicer Acceptance Fee for such Collection Period;

(iii) *third*, to the Investor Interestholder, to pay the Required Bond Issuer Amount for such Collection Period (excluding any Junior Bond Issuer Amounts or amounts payable in accordance with paragraphs (vii) and (viii) below);

(iv) *fourth*, to credit to the Principal Collections Ledger an amount equal to the Investor Percentage (calculated under paragraph (a) of the definition thereof) of Defaulted Amounts for the related Collection Period and any Defaulted Amounts in respect of any prior Collection Period not already provided for;

(v) *fifth*, to credit the Trust Reserve Account with such amount as will result, after such credit, in the amount standing to the credit of the Trust Reserve Account being equal to the Required Reserve Amount;

(vi) *sixth*, to credit to the Principal Collections Ledger, an amount equal to any amounts transferred to the Interest Collections Ledger from the Principal Collections Ledger on any prior Trust Distribution Dates;

(vii) *seventh*, to the Investor Interestholder, to pay the aggregate Won Exchange Amounts in respect of any Extra Charges payable to the Swap Providers under the Swap Agreements on the next succeeding Swap Payment Date;

(viii) *eighth*, to the Investor Interestholder, to pay the balance of any Swap Termination Amounts due but unpaid under each Swap Agreement (where the Early Termination Event occurred as a result of an Event of Default under the relevant Swap Agreement relating to the relevant Swap Provider or the relevant Swap Provider being the sole Affected Party);

(ix) *ninth, pari passu* and *pro rata*, (x) to the Trustee, to pay the Investor Percentage of all accrued and unpaid Excess Trust Expenses and any Notice Expenses payable to the Trustee (to the extent such amounts have not already been paid) to the Back-up Servicer, to pay the Investor Percentage of any Back-up Servicer Expenses for such Collection Period above the cap specified in the relevant fee letter and of any unpaid Transfer Fee and any unpaid Notice Expenses (to the extent such amounts have not already been paid) and (z) to the Investor Interestholder, to pay the Junior Bond Issuer Amounts;

(x) *tenth*, to the Servicer, to pay the Investor Percentage of all accrued and unpaid Servicing Fees and all accrued and unpaid Servicing Expenses; and

(xi) *eleventh*, the balance to the Subordinated Seller Interestholder.

(b) An amount equal to the sum of (x) the Seller Percentage of the Eligible Account Interest Collections for the most recently ended Collection Period, (y) any amounts credited to the Interest Collections Ledger from the Trust Reserve Account on such date and (z) any amounts credited to the Interest Collections Ledger from the Principal Collections Ledger on such date in respect of Seller Interest Shortfall, shall be applied in or towards satisfaction of the following amounts in the following order of priority (in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, *pari passu* and *pro rata*, (x) to the Trustee, to pay the Seller Percentage of all accrued and unpaid Trust Expenses and the Seller Percentage of all amounts (if any) payable in respect of all accrued and unpaid Taxes assessed in respect of the Trust Assets for such Collection Period and any prior Collection Periods and (y) to the Security Agent, to pay the Seller Percentage of all accrued and unpaid Security Agent Perfection Costs;

(ii) *second*, *pari passu* and *pro rata*, (x) if the Originator is not the Servicer, to the Servicer, to pay the Seller Percentage of the Servicing Fee for such Collection Period and all accrued and unpaid Servicing Expenses for such Collection Period and any prior Collection Periods, subject to the Servicing Expenses Maximum Amount and (y) to the Back-up Servicer, to pay the Seller Percentage of the Back-up Servicer Expenses (subject to a cap specified in the relevant fee letter) and the Back-up Servicer Acceptance Fee for such Collection Period;

(iii) *third*, to the Investor Interestholder, to pay the aggregate Won Exchange Amounts of any Extra Charges and Swap Termination Amounts due to the Swap Providers under the Swap Agreements but unpaid under paragraphs (a)(vii) or (viii) under "*– Application of Collections on Trust Distribution Dates – Distributions during the Revolving Period and Controlled Amortisation Period – Eligible Account Interest Collections*";

(iv) *fourth, pari passu* and *pro rata*, (x) to the Trustee, to pay the Seller Percentage of all accrued and unpaid Excess Trust Expenses and any Notice Expenses payable to the Trustee (to the extent such amounts have not already been paid) and (y) to the Back-up Servicer, to pay the Seller Percentage of any Back-up Servicer Expenses for such Collection Period above the cap specified in the relevant fee letter and of any unpaid Transfer Fee and any unpaid Notice Expenses (to the extent such amounts have not already been paid);

(v) *fifth*, to the Servicer, to pay the Seller Percentage of all accrued and unpaid Servicing Fees and all accrued and unpaid Servicing Expenses; and

(vi) *sixth*, the balance to the Seller Interestholder.

Eligible Account Principal Collections

(c) An amount equal to the sum of (x) the Investor Percentage of the Eligible Account Principal Collections for the most recently ended Collection Period, (y) any amounts credited to the Principal Collections Ledger or retained in the Principal Collections Ledger in respect of previous Collection Periods pursuant to paragraph (iii) below and (z) any amounts credited to the Investor Percentage of the Eligible Account Principal Collections on such date in respect of Investor Principal Shortfall (after deduction of any amounts in respect of Investor Interest Shortfall on such date), as Eligible Account Principal Collections, shall be applied in or towards satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, in respect of a Trust Distribution Date related to a Collection Period in the Controlled Amortisation Period, to the Investor Interestholder, to pay the Investor Amortisation Amount payable on the Investor Interest in respect of the relevant Trust Distribution Date;

(ii) *second*, the balance to the Subordinated Seller Interestholder, provided, and to the extent, that the Cash Release Conditions are satisfied on such Trust Distribution Date after such payment is made; and

(iii) *third*, the balance, if any, for retention in the Principal Collections Ledger.

(d) An amount equal to the Seller Percentage of the Eligible Account Principal Collections for the most recently ended Collection Period (after deduction of any Investor Principal Shortfall and Seller Interest Shortfall for such date) shall be applied in or towards satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, to the Trustee, to pay all accrued and unpaid Excess Trust Expenses;

(ii) *second*, to the Investor Interestholder, to pay the aggregate Won Exchange Amounts in respect of any Extra Charges and Swap Termination Amounts due to the Swap Providers under the Swap Agreements but not paid under paragraphs (a)(vii) or (viii) or (b)(iii) under "– *Application of Collections on Trust Distribution Dates – Distributions during the Revolving Period and Controlled Amortisation Period – Eligible Account Interest Collections*";

(iii) *third*, to the Back-up Servicer, to pay the Seller Percentage of any unpaid Notice Expenses and any unpaid Transfer Fee (to the extent such amounts have not already been paid in accordance with the Trust Agreement); and

(iv) *fourth*, the balance to the Seller Interestholder.

Distributions during the Early Amortisation Period or following Enforcement Date

On each Trust Distribution Date falling on or after the date on which an Early Amortisation Event is declared to have occurred or falling on or after the Enforcement Date following calculation and transfer of any amounts in accordance with "– *Collections*", the Trustee shall apply all Eligible Account Interest Collections standing to the credit of the Interest Collections Ledger and Eligible Account Principal Collections standing to the credit of the Principal Collections Ledger for the most recently ended Collection Period in accordance with the following order of priority:

Eligible Account Interest Collections

(a) An amount equal to the sum of (x) the Investor Percentage of the Eligible Account Interest Collections for the most recently ended Collection Period, (y) any amounts credited to the Interest Collections Ledger from the Trust Reserve Account on such date and (z) any amounts credited to the Interest Collections Ledger on such date in respect of Investor Interest Shortfall, as Eligible Account Interest Collections, shall be applied in or towards satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, *pari passu* and *pro rata* (i) to the Trustee, to pay the Investor Percentage of all accrued and unpaid Trust Expenses and the Investor Percentage of all amounts (if any) payable in respect of all accrued and unpaid Taxes assessed in respect of the Trust Assets for such Collection Period and any prior Collection Periods and (ii) to the Security Agent to pay the Investor Percentage of all accrued and unpaid Security Agent Perfection Costs;

(ii) second, *pari passu* and *pro rata* (x) if the Originator is not the Servicer, to the Servicer, to pay the Investor Percentage of all accrued and unpaid Servicing Fees and all accrued and unpaid Servicing Expenses (subject to the Servicing Expenses Maximum Amount) for such Collection Period and any prior Collection Periods and (y) to the Back-up Servicer, to pay the Investor Percentage of the Back-up Servicer Expenses (subject to a cap specified in the relevant fee letter) and the Back-up Servicer Acceptance Fee for such Collection Period;

(iii) *third*, to the Investor Interestholder, to pay the Required Bond Issuer Amount for such Collection Period (excluding any Junior Bond Issuer Amounts or any amounts payable in accordance with paragraphs (vi) and (vii) below);

(iv) *fourth*, to credit to the Principal Collections Ledger an amount equal to the Investor Percentage (calculated under paragraph (b) of the definition thereof) of Defaulted Amounts for the related Collection Period and any Defaulted Amounts in respect of any prior Collection Period not already provided for;

(v) *fifth*, to credit to the Principal Collections Ledger, for distribution as part of the Investor Percentage of Eligible Account Principal Collections, until all Bond Issuer Obligations, Note Issuer Obligations and Trust Obligations (excluding any amounts payable in accordance with paragraphs (vi) to (x) below) have been paid in full;

(vi) sixth, to the Investor Interestholder, to pay the aggregate Won Exchange Amounts in respect of any Extra Charges payable to the Swap Providers under the Swap Agreements on the next succeeding Note Payment Date;

(vii) *seventh*, to the Investor Interestholder, to pay the balance of any Swap Termination Amounts due but unpaid under each Swap Agreement (where the Early Termination Event occurred as a result of an Event of Default under the relevant Swap Agreement relating to relevant Swap Provider or the relevant Swap Provider being the sole Affected Party);

(viii) *eighth*, *pari passu* and *pro rata* (x) to the Trustee, to pay the Investor Percentage of all accrued and unpaid Excess Trust Expenses and any Notice Expenses payable to the Trustee (to the extent such amounts have not already been paid) to the Back-up Servicer, the Investor Percentage of any unpaid Notice Expenses and any unpaid Transfer Fee (to the extent such amounts have not already been paid) and of any Back-up Servicer Expenses for such Collection Period above the cap referred to in the relevant fee letter and (z) to the Investor Interestholder, to pay the Junior Bond Issuer Amounts;

(ix) *ninth,* to the Back-up Servicer, to pay the Investor Percentage of the Transfer Expenses;

(x) *tenth*, to the Servicer, to pay the Investor Percentage of all accrued and unpaid Servicing Fees and all accrued and unpaid Servicing Expenses; and

(xi) *eleventh*, the balance to the Subordinated Seller Interestholder.

(b) An amount equal to the sum of (x) the Seller Percentage of the Eligible Account Interest Collections for the most recently ended Collection Period, (y) any amounts credited to the Interest Collections Ledger from the Trust Reserve Account on such date and (z) any Seller Interest Shortfall credited to the Interest Collections Ledger for such Trust Distribution Date, shall be applied in or towards satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, *pari passu* and *pro rata* (i) to the Trustee, to pay the Seller Percentage of all accrued and unpaid Trust Expenses and the Seller Percentage of all amounts (if any) payable in respect of all accrued and unpaid Taxes assessed in respect of the Trust Assets for such Collection Period and any prior Collection Periods and (ii) to the Security Agent, to pay the Seller Percentage of all accrued and unpaid Security Agent Perfection Costs;

(ii) *second*, *pari passu* and *pro rata* (x) if the Originator is not the Servicer, to the Servicer, to pay the Seller Percentage of all accrued and unpaid Servicing Fees and all accrued and unpaid Servicing Expenses (subject to the Servicing Expenses Maximum Amount) for such Collection Period and any prior Collection Periods and (y) to the Back-up Servicer, to pay the Seller Percentage of the Back-up Servicer Expenses (subject to a cap specified in the relevant fee letter) and the Back-up Servicer Acceptance Fee for such Collection Period;

(iii) *third*, to the Investor Interestholder, to pay the aggregate Won Exchange Amounts in respect of any Extra Charges and Swap Termination Amounts due to the Swap Providers under the Swap Agreements but unpaid under paragraphs (a)(vi) or (vii) under "*– Application of Collections on Trust Distribution Dates – Distributions during the Early Amortisation Period or following Enforcement Date – Eligible Account Interest Collections*";

(iv) *fourth*, *pari passu* and *pro rata* (x) to the Trustee, to pay the Seller Percentage of all accrued and unpaid Excess Trust Expenses and any Notice Expenses payable to the Trustee (to the extent such amounts have not already been paid) and (y) to the Back-up Servicer, to pay the Seller Percentage of any unpaid Notice Expenses and any unpaid Transfer Fee (to the extent such amounts have not already been paid) and of any Back-up Servicer Expenses for such Collection Period above the cap referred to in the relevant fee letter;

(v) *fifth*, to the Back-up Servicer, to pay the Seller Percentage of the Transfer Expenses;

(vi) *sixth*, to the Servicer, to pay the Seller Percentage of all accrued and unpaid Servicing Fees and all accrued and unpaid Servicing Expenses; and

(vii) *seventh*, the balance to the Seller Interestholder.

Eligible Account Principal Collections

(c) An amount equal to the sum of (x) the Investor Percentage of the Eligible Account Principal Collections for the most recently ended Collection Period, (y) any amounts credited to the Principal Collections Ledger on such date in respect of Investor Principal Shortfall, (z) any amounts credited to the Principal Collections Ledger (after deduction of any amounts in respect of Investor Interest Shortfall on such date, as Eligible Account Principal Collections shall be applied in or towards satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, to the Investor Interestholder until all Bond Issuer Obligations, Note Issuer Obligations and Trust Obligations (excluding any amounts payable under paragraphs (ii) to (iv) (inclusive) below) have been paid in full;

(ii) *second*, to the Trustee to pay the Investor Percentage of any Excess Trust Expenses and any Notice Expenses payable to the Trustee (to the extent such amounts have not already been paid);

(iii) *third*, to the Back-up Servicer, to pay the Investor Percentage of any unpaid Notice Expenses and any unpaid Transfer Fee (to the extent such amounts have not already been paid in accordance with the Trust Agreement);

(iv) *fourth*, to the extent there is any shortfall in the amount of the Investor Percentage of the Eligible Account Interest Collections to satisfy in full the amounts payable under paragraph (a)(vi) or (vii) above, to the Investor Interestholder, to pay the balance of any Extra Charges or Swap Termination Amounts due but unpaid under each Swap Agreement (where the Early Termination Event occurred as a result of an Event of Default under the relevant Swap Agreement relating to the relevant Swap Provider or the relevant Swap Provider being the sole Affected Party); and

(v) *fifth*, the balance to the Subordinated Seller Interestholder.

(d) An amount equal to the Seller Percentage of the Eligible Account Principal Collections for the most recently ended Collection Period (after deduction of any Investor Principal Shortfall and Seller Interest Shortfall for such Trust Distribution Date) shall be applied in or towards satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, to the Trustee, to pay the Seller Percentage of all accrued and unpaid Excess Trust Expenses;

(ii) *second*, to the Back-up Servicer, to pay the Seller Percentage of any unpaid Notice Expenses and any unpaid Transfer Fee (to the extent such amounts have not already been paid);

(iii) *third*, to the Investor Interestholder, to pay the aggregate Won Exchange Amounts in respect of any Extra Charges and Swap Termination Amounts due to the Swap Providers under the Swap Agreements but unpaid under paragraph (b)(iii) above; and

(iv) *fourth*, the balance to the Seller Interestholder.

APPLICATION OF FUNDS ON SWAP PAYMENT DATES AND BOND PAYMENT DATES

Currency of Payments

The Bond Issuer, as Investor Interestholder, will receive payments in Won on the Investor Interest into the Bond Issuer Won Account on each Trust Distribution Date. The Bond Issuer will use the Won payments received on the Investor Interest to meet its payment obligations to the Bond Secured Parties which may be denominated either in Won, U.S. dollars or Singapore dollars. In respect of any payment which is due to a Bond Secured Party in Won, the Transaction Administrator will make such payment from the Bond Issuer Won Account in the order of priority set out below. The Bond Issuer will obtain U.S. dollars and Singapore dollars to enable it to make payments which are denominated in U.S. dollars and Singapore dollars from the Swap Providers. See "– *Bond Issuer Payments on Swap Payment Date*" below. If any other payments to be made on any Bond Payment Date are to be made in a currency other than Korean Won, U.S. dollars or Singapore dollars (the "**Other Currency**"), each of the Transaction Administrator and, as the case may be, the Security Agent, is authorised to effect all foreign exchange transactions at the prevailing market spot exchange rate obtained from the FX Dealer for the conversion of Won into such Other Currency (and, if no exchange rate is available from the FX Dealer, at such rate as it is able to obtain) in order to effect the payment in the Other Currency.

Bond Issuer Payments on Swap Payment Dates

The Transaction Administration Agreement will authorise the Transaction Administrator to arrange for the payment from amounts standing to the credit of the Bond Issuer Won Account (see "– *Swap Arrangements*" above) of any Korean Won amounts due to the Swap Providers by the Bond Issuer under each Swap Agreement on each Swap Payment Date falling prior to the Early Termination Date, in each case in accordance with the priority of payments for such Swap Payment Date set out in the Transaction Administration Agreement.

Payments during the Revolving Period and Controlled Amortisation Period

Interest Collections

(a) The Transaction Administrator (on behalf of the Bond Issuer) shall apply all Interest Collections on deposit in the Bond Issuer Won Account on each Swap Payment Date and Bond Payment Date relating to a Collection Period which ends during the Revolving Period or the Controlled Amortisation Period (to the extent of such sums and subject to "– *Currency of Payments*" above) on such Swap Payment Date and Bond Payment Date in or towards the satisfaction of the following amounts (and in the case of amounts denominated in a currency other than Won, the Won Exchange Amount in relation to such amounts) in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, *pro rata* and *pari passu*, (x) to pay all Bond Issuer Expenses then due and payable by the Bond Issuer, (y) to the Note Issuer (to pay to the Note Agents), the Bond Agents and the Account Banks, to pay the Agency Fees up to the Agency Fees Maximum Amount and (z) to the Note Issuer, to pay the Note Issuer Expenses;

(ii) *second*, *pro rata* and *pari passu*, (x) *pro rata,* in accordance with their Pro Rata Share, and *pari passu* to each Swap Provider to pay the KRW Fixed Amount payable to it on such Swap Payment Date under the Swap Agreements, (y) to the Bondholder, to pay any Bond Additional Amounts payable in respect of interest on the Bond on such Bond Payment Date and (z) *pro rata* and *pari passu,* to each Swap Provider, to pay any Swap Termination Amounts due but unpaid under the relevant Swap Agreement (where the Early Termination Event under such Swap Agreement occurred as a result of an Illegality or a Tax Event or otherwise than as a result of an Event of Default under such Swap Agreement relating to the relevant Swap Provider or the relevant Swap Provider being the sole Affected Party);

(iii) *third*, *pro rata* and *pari passu,* to each Swap Provider, to pay any Extra Charges due but unpaid under the Swap Agreements;

(iv) *fourth*, *pro rata* and *pari passu,* to each Swap Provider to pay the balance of any Swap Termination Amounts due but unpaid under the Swap Agreements;

(v) *fifth*, to the Note Issuer (to pay to the Note Agents), the Bond Agents and the Account Banks, to pay the balance of the Agency Fees due or accrued due but unpaid on such date; and

(vi) *finally,* the balance, to be retained in the Bond Issuer Won Account and any remaining amount following redemption in full of the Bonds and satisfaction in full of all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations and any other payment payable under the Transaction Documents, to be paid to the relevant Equityholders (to an account to be advised to the Transaction Administrator by such Equityholders) as a distribution on its Equity Interest holdings in the Bond Issuer.

Principal Collections

(b) The Transaction Administrator (on behalf of the Bond Issuer) shall apply all Principal Collections on deposit in the Bond Issuer Won Account on each Swap Payment Date and Bond Payment Date relating to a Collection Period, (to the extent of such sums and subject to "– *Currency of Payments*" above) on such Swap Payment Date and the Bond Payment Date in or towards the satisfaction of the following amounts (and in the case of amounts denominated in a currency other than Won, the Won Exchange Amount in relation to such amounts) in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, in the case of a Bond Payment Date relating to a Collection Period which ends during the Controlled Amortisation Period, *pro rata* and *pari passu*, (x) *pro rata*, in accordance with their Pro Rata Share, and *pari passu* to each Swap Provider, to pay any Won Principal Amount or Party B Final Exchange Amount payable on such Swap Payment Date under the Swap Agreements and (y) to the Bondholder, to pay any Bond Additional Amounts payable in respect of principal of the Bond on such Bond Payment Date; and

(ii) *finally*, the balance, to be retained in the Bond Issuer Won Account and any remaining amount following redemption in full of the Bonds and satisfaction in full of all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations and any other payment payable under the Transaction Documents, to be paid to the relevant Equityholders (to an account to be advised to the Transaction Administrator by such Equityholders) as a distribution on its Equity Interest holdings in the Bond Issuer.

Payments during the Early Amortisation Period or following the Enforcement Date

Interest Collections

(a) The Transaction Administrator (on behalf of the Bond Issuer) shall apply Interest Collections and other amounts (other than Principal Collections) on deposit in the Bond Issuer Won Account on each Swap Payment Date and Bond Payment Date that falls on or after the date on which an Early Amortisation Event is declared to have occurred or falling on or after the Enforcement Date, (to the extent of such sums and subject to the provisions of "– *Currency of Payments*" above) on such Swap Payment Date and Bond Payment Date in or towards the satisfaction of the following amounts (and in the case of amounts denominated in a currency other than Won, the Won Exchange Amount in relation to such amounts) in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) first, *pro rata* and *pari passu*, (x) to pay all Bond Issuer Expenses then due and payable by the Bond Issuer and (y) to the Note Issuer (to pay to the Note Agents), the Bond Agents and the Account Banks, to pay the Agency Fees and (z) to the Note Issuer, to pay the Note Issuer Expenses;

(ii) *second*, *pro rata* and *pari passu*, (x) *pro rata*, in accordance with their Pro Rata Share, and *pari passu* to each Swap Provider to pay the Fixed Amount payable to it on such Swap Payment Date under the Swap Agreements, (y) to the Bondholder, to pay any Bond Additional Amounts payable in respect of interest on the Bond on such Bond Payment Date and (z) *pro rata* and *pari passu,* to each Swap Provider, to pay any Swap Termination Amounts due but unpaid under the relevant Swap Agreement (where the Early Termination Event under such Swap Agreement occurred as a result of an Illegality or a Tax Event or otherwise than as a result of an Event of Default under such Swap Agreement relating to the relevant Swap Provider or the relevant Swap Provider being the sole Affected Party);

(iii) *third*, to be used as Principal Collections to pay amounts due under paragraph (b) below, the balance, if any, until all Bond Issuer Obligations, Note Issuer Obligations and Trust Obligations have been paid in full;

(iv) *fourth, pro rata* and *pari passu*, to each Swap Provider, to pay any Extra Charges due but unpaid under the Swap Agreements;

(v) *fifth*, *pro rata* and pari *passu*, to each Swap Provider to pay the balance of any Swap Termination Amounts due but unpaid under the Swap Agreements;

(vi) *sixth*, to the Note Issuer (to pay to the Note Agents), the Bond Agents and the Account Banks, to pay the balance of any amounts due or accrued due but unpaid on such date; and

(vii) *seventh,* the balance, to be retained in the Bond Issuer Won Account and any remaining amount following redemption in full of the Bonds and satisfaction in full of all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations and any other payment payable under the Transaction Documents, to be paid to the relevant Equityholders (to an account to be advised to the Transaction Administrator by such Equityholders) as a distribution on its Equity Interest holdings in the Bond Issuer.

Principal Collections

(b) The Transaction Administrator (on behalf of the Bond Issuer) shall apply all Principal Collections on deposit in the Bond Issuer Won Account on each Swap Payment Date and Bond Payment Date that falls on or after the date on which an Early Amortisation Event is declared to have occurred or falling on or after the Enforcement Date, (to the extent of such sums and subject to the provisions of "– *Currency of Payments*" above) on such Swap Payment Date and Bond Payment Date in or towards the satisfaction of the following amounts (and in the case of amounts denominated in a currency other than Won, the Won Exchange Amount in relation to such amounts) in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(i) *first*, to the extent that there is any shortfall in the amount of Interest Collections standing to the credit of the Bond Issuer Won Account to satisfy in full the amounts payable under paragraphs (i) and (ii) of "– *Payments during the Early Amortisation Period or following the Enforcement Date – Interest Collections*", an amount equivalent to such shortfall to be used as Interest Collections to pay amounts due under "– *Payments during the Early Amortisation Period or following the Enforcement Date – Interest Collections*";

(ii) *second*, *pro rata* and *pari passu*, (x) *pro rata*, in accordance with their Pro Rata Share, and *pari passu* to each Swap Provider to pay the Won Principal Amount or Party B Final Exchange Amount payable to it on such Swap Payment Date under the Swap Agreements and (y) to the Bondholder to pay any Bond Additional Amounts payable in respect of principal of the Bond on such Bond Payment Date;

(iii) *third*, *pro rata* and *pari passu*, to each Swap Provider, to pay any Extra Charges due but unpaid under the Swap Agreements to the extent they will not be paid under paragraph (iv) under "– *Payments during the Early Amortisation Period or following the Enforcement Date – Interest Collections*";

(iv) *fourth*, *pro rata* and *pari passu*, to each Swap Provider to pay any Swap Termination Amounts due to it under the Swap Agreements, to the extent they will not be paid under paragraph (v) under "– *Payments during the Early Amortisation Period or following the Enforcement Date – Interest Collections*"; and

(v) *finally*, the balance, to be retained in the Bond Issuer Won Account and any remaining amount following redemption in full of the Bonds and satisfaction in full of all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations and any other payment payable under the Transaction Documents, to be paid to the relevant Equityholders (to an account to be advised to the Transaction Administrator by such Equityholders) as a distribution on its Equity Interest holdings in the Bond Issuer.

Application of Funds on Note Payment Dates

General

The Note Issuer, as Bondholder, will receive payments in U.S. dollars on the Bond into the Note Issuer Account on each Bond Payment Date. The Note Trustee will apply all funds on deposit in the Note Issuer Account in satisfaction of the Note Issuer Obligations on each Note Payment Date.

Distributions during the Revolving Period and Controlled Amortisation Period

All amounts on deposit in the Note Issuer Accounts (or, if specified below, the Note Issuer USD Account or the Note Issuer SGD Account) on each Note Payment Date immediately following a Trust Distribution Date relating to a Collection Period which ends during the Revolving Period or the Controlled Amortisation Period will, to the extent of such sums, be applied in or towards the satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(a) *first*, *pro rata* and *pari passu*, (i) to the Note Agents, to pay the Agency Fees up to the Agency Fees Maximum Amount and (ii) to pay all Note Issuer Expenses;

(b) *second*, (i) from the Note Issuer USD Account, to the Class A1 Noteholders to pay the Class A1 Note Interest Amount due or accrued due in respect of the Notes but unpaid on such Note Payment Date and (ii) from the Note Issuer SGD Account, to the Class A2 Noteholders to pay the Note Interest Amount due or accrued due in respect of the Class A2 Notes but unpaid on such Note Payment Date;

(c) *third*, (i) from the Note Issuer USD Account, to the Class A1 Noteholders to pay any Scheduled Amortisation Amounts due or accrued due in respect of the Class A1 Notes but unpaid on such Note Payment Date and (ii) from the Note Issuer SGD Account to the Class A2 Noteholders to pay any Scheduled Amortisation Amounts due or accrued due in respect of the Class A2 Notes but unpaid on such Note Payment Date;

(d) *fourth*, to the Note Agents, to pay the balance of the Agency Fees due or accrued due but unpaid on such date; and

(e) *fifth*, the balance, to be retained in the relevant Note Issuer Account and applied towards payments under the Note Trust Deed on the next succeeding Note Payment Date.

Distributions during the Early Amortisation Period or following the Note Enforcement Date

All amounts on deposit in the Note Issuer Accounts (or, if specified below, the Note Issuer USD Account or the Note Issuer SGD Account) on each Note Payment Date immediately following a Trust Distribution Date relating to a Collection Period which ends during the Early Amortisation Period or on or after the Note Enforcement Date will, to the extent of such sums, be applied in or towards the satisfaction of the following amounts in the following order of priority (and in each case only and to the extent that payment or provisions of a higher priority have been made in full):

(a) first, pro rata and *pari passu*, (i) to the Note Agents, to pay (x) on each Note Payment Date immediately following a Trust Distribution Date relating to a Collection Period which ends during the Early Amortisation Period, the Agency Fees up to the Agency Fees Maximum Amount or (y) on each Note Payment Date immediately following a Trust Distribution Date relating to a Collection Period which ends on or after the Note Enforcement Date, the Agency Fees and (ii) to pay all Note Issuer Expenses;

(b) *second*, (i) from the Note Issuer USD Account, to the Class A1 Noteholders to pay the Note Interest Amount due or accrued due in respect of the Class A1 Notes but unpaid on such Note Payment Date and (ii) from the Note Issuer SGD Account, to the Class A2 Noteholders to pay the Note Interest Amount due or accrued due in respect of the Class A2 Notes but unpaid on such Note Payment Date;

(c) *third*, (i) from the Note Issuer USD Account, to the Class A1 Noteholders to pay the Noteholders to pay the aggregate Principal Amount Outstanding under the Class A1 Notes on such Note Payment Date and (ii) from the Note Issuer SGD Account, to the Class A2 Noteholders to pay the aggregate Principal Amount Outstanding under the Class A2 Notes on such Note Payment Date;

(d) *fourth*, on each Note Payment Date immediately following a Trust Distribution Date relating to a Collection Period which ends during the Early Amortisation Period, to the Note Agents, to pay the balance of the Agency Fees due or accrued due but unpaid on such date; and

(e) *fifth*, the balance, in the case of a Note Payment Date that falls during the Early Amortisation Period, to be retained in the Note Issuer Account and applied towards payments under the Note Trust Deed on the next succeeding Note Payment Date and, otherwise, to the Note Issuer.

RISK FACTORS

Prior to investing in the Notes, prospective investors should carefully consider the risks described below, together with all of the information in this Prospectus.

The following is a summary of certain risks involved in an investment in the Notes, of which any prospective investor should be aware. It is not intended to be exhaustive and any prospective investor should also take independent tax, legal and other relevant advice as to the structure and viability of making an investment in the Notes.

RISKS RELATING TO THE NOTES

Liability under the Notes

The payment obligations of the Notes will be the obligations of the Note Issuer and will not be obligations or responsibilities of any other person or entity. In particular, the Notes will not be obligations or responsibilities of, and will not be guaranteed by, the Bond Issuer, the Trustee, the Note Trustee, the Note Agents, the Bond Agents, the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, any company in the same group of companies as, or affiliated to, such parties or any other party. None of these persons will accept any liability to the Noteholders whatsoever in respect of any failure by the Note Issuer to pay any amount due under the Notes.

Limited Recourse

Recourse against the Note Issuer, and the liability of the Note Issuer, in relation to its obligations under the Notes will be limited to the Note Security and the amounts from time to time available in accordance with, and in the order of priority set out in, the Note Trust Deed. Noteholders will have no claim or recourse against the Note Issuer in respect of any unsatisfied amounts after the application in accordance with the Note Trust Deed of the funds comprising the Note Security and/or representing the proceeds of realisation thereof.

In such event, and following liquidation of the available funds and remaining obligations under the Notes, all other outstanding obligations of the Note Issuer will be waived and extinguished.

Limited Liquidity

The Notes comprise a new issue of securities for which there is no current public market. There can be no assurance that a secondary market in the Notes will develop, or if a secondary market does develop, that it will provide the Noteholders with liquidity of investment or that it will be sustained. The market value of the Notes may fluctuate depending on factors including, among others:

(a) prevailing interest rates;

(b) the credit quality of the Receivables;

(c) the financial condition and stability of the Korean financial sector;

(d) political and economic developments in Korea; and

(e) market conditions for similar securities.

Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at a discount from the original purchase price of such Notes and an investor in the Notes must be prepared to hold the Notes for an indefinite period of time or until their maturity. Application has been made to the SGX-ST for the listing and quotation of the Notes on the Official List of SGX-ST. However, no assurance can be given that the Note Issuer will be able to obtain or maintain such listing or that, if listed, a trading market for the Notes will develop in the future.

Withholding Taxes under the Notes

In the event that withholding taxes are imposed on payments to Noteholders of amounts due under the Notes, the Note Issuer will withhold or deduct the relevant amount from such payment. The Note Issuer is not obliged to make any additional payments as a result of the imposition of such withholding taxes on the Notes.

Rating of the Notes

The rating assigned to the Notes by the Rating Agency is based primarily on:

(a) the credit quality and diversification of the Receivables;

(b) assessment of relevant structural features of the transaction; and

(c) the likelihood of the timely payment of interest and the ultimate payment of principal on the Notes on a date that is not later than the Note Legal Maturity Date.

The rating is not a recommendation to purchase, hold or sell the Notes, as such rating does not comment as to market price or suitability for a particular investor. There is no assurance that any rating will be sustained for any given period of time or that the rating will not be lowered or withdrawn entirely by the Rating Agency if, in its judgment, circumstances in the future so warrant. Any decline in the financial condition of the Note Issuer or the insolvency of the Note Issuer may impair the ability of the Note Issuer to make payments to the Noteholders under the Notes and/or result in a downgrading of the ratings of the Notes.

A rating does not address the risk of prepayment or the possibility that Noteholders might suffer a lower than anticipated yield. Rating agencies other than the Rating Agency could elect to rate the Notes and, if such "shadow ratings" are lower than the comparable ratings assigned to the Notes by the Rating Agency, such ratings could have an adverse effect on the value of the Notes.

There is no specific obligation on the part of the Bond Issuer, the Note Issuer, the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Note Trustee or any other person or entity to maintain or procure maintenance of any rating of the Notes. Any reduction or withdrawal of a rating will not constitute a Note Event of Default with respect to the Notes or an event requiring the Note Issuer to redeem the Notes.

Dependence on Collections and Performance of Contractual Obligations

The ability of the Note Issuer to meet its obligations to pay interest and principal on the Notes will depend on timely payments under the Investor Interest, the Bonds and the Swap Agreements and on the due performance by the other parties to the Transaction Documents of their obligations thereunder.

No Operating History

The Note Issuer is a newly formed entity with no operating history and no material assets other than the Bonds. The Note Issuer will not engage in any business activity other than the issuance of the Notes, certain activities conducted in connection with the payment of amounts in respect of the Notes and other activities incidental or related to the foregoing. Income derived from the Bonds will be the Note Issuer's principal source of funds.

No Investigation

No investigation, and limited searches and enquiries, have been made by or on behalf of the Note Issuer, the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser and the Initial Subscribers, and no investigations, searches and enquiries have been made by or on behalf of the Note Agents or the Bond Agents, in respect of the Note Issuer or the Note Security. The Note Agents and the Bond Agents will not be bound or concerned to make any investigation into the creditworthiness of any party in respect of the Note Security, the validity of any of such party's obligations under or in respect of the Note Security or any of the terms of the Note Security. Prospective investors should take their own tax, legal, accounting and other relevant advice as to the structure and viability of the Notes and the collateral therefor and their investment therein.

FATCA: U.S. Source Withholding Taxes and Information Reporting

Under provisions of U.S. law commonly referred to as "**FATCA**", the Note Issuer may be subject to a 30 per cent. withholding tax on its income from U.S. sources and, beginning 1 January 2019, on the gross proceeds from the sale, maturity, or other disposition of certain of its assets that generate U.S. source income. However, the Cayman Islands have entered into an intergovernmental agreement (the "**US IGA**") with the United States. The Note Issuer will be required to comply with the Cayman Islands Tax Information Authority Law (2016 Revision) (as amended) together with regulations and guidance notes made pursuant to such Law that give effect to the US IGA. If, as is expected, the Note Issuer is a "Reporting Cayman Islands Financial Institution" (as defined in the US IGA), the Note Issuer will be required to undertake due diligence procedures that generally provide for the identification of certain direct and indirect U.S. investors and reporting to the Cayman Islands Tax Information Authority (the "**TIA**") certain information with respect to such investors. The Cayman Islands Tax Information Authority will exchange such information with the U.S. Internal Revenue Service ("**IRS**") under the terms of the US IGA. Provided the Note Issuer complies with its obligations under the US IGA and the Cayman Islands implementing authorities, the Note Issuer generally will not be subject to withholding under FATCA, either on payments it makes or receives. The Note Issuer will endeavour to comply with these requirements and expects it will be able to do so.

On 29 October 2014, the Cayman Islands along with 50 other jurisdictions signed a Multilateral Competent Authority Agreement (the "**Multilateral Agreement**") to demonstrate its commitment to implement the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the "**CRS**"). The Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations 2015, which require extensive due diligence to be undertaken on new and pre-existing accounts, were enacted on 16 October 2015 with a view to commencing reporting on such accounts this year. With more than 100 countries having since agreed to implement the CRS, which will impose similar reporting and other obligations as the US IGA with respect to the Noteholders who are tax resident in other signatory jurisdictions, the scope of the Note Issuer's reporting obligations to the TIA will significantly increase, as will the level of dissemination of account information by the Cayman Islands Tax Information Authority to tax authorities around the globe. The Cayman Islands

government may also enter into additional agreements with other countries in the future, and additional countries may adopt CRS, which will likely further increase the reporting and/or withholding obligations of the Note Issuer.

The Cayman Islands implementation process is not yet complete, and it is not certain that the Note Issuer will be able to comply with all of these requirements. Moreover, the US IGA provides that the United States and the Cayman Islands will develop an alternative approach to address "foreign passthru payments". It is unclear what approach will be taken, and it is possible, for example, that entities such as the Note Issuer will be required to withhold on payments that are treated as foreign passthru payments as early as 1 January 2019.

Whilst the Notes are in global form and held within Euroclear Bank or Clearstream (together, the "**ICSDs**"), it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Note Issuer, any paying agent and the common depositary, given that each of the entities in the payment chain from (but excluding) the Note Issuer to (but including) the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes. However, it should be noted that information relating to Noteholders and their investments in the Notes may need to be reported under regulations made pursuant to FATCA and/or CRS by financial institutions through which Noteholders collect payments made to them under the Notes.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, none of the Note Issuer, any paying agent or any other person would, pursuant to the terms and conditions of the Notes be required to pay additional amounts as a result of the deduction or withholding. As a result, investors would under these circumstances receive less interest or principal than expected.

FATCA, the CRS and similar reporting regimes are particularly complex and their application is uncertain at this time. The above description is based in part on regulations, official guidance and intergovernmental agreements, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their own tax advisers to obtain a more detailed explanation of FATCA and the CRS and how these regimes may affect them.

Holders of the Notes are exposed to risks relating to Singapore taxation

The Notes to be issued are intended to be "qualifying debt securities" for the purposes of the Income Tax Act, Chapter 134 of Singapore (the "**ITA**"), subject to the fulfilment of certain conditions more particularly described in the section "*Taxation – Singapore Taxation*". However, there is no assurance that the Notes will continue to be "qualifying debt securities" or that the tax concessions in connection therewith will apply throughout the tenure of the Notes should the relevant tax laws, administrative guidelines or circulars be amended or revoked at any time.

ANTI-MONEY LAUNDERING

The Note Issuer is subject to anti-money laundering legislation in the Cayman Islands pursuant to the Proceeds of Crime Law (2017 Revision) (the "**PCL**"). Pursuant to the PCL, the Cayman Islands government enacted The Money Laundering Regulations (as amended) (the "**MLR**"), which impose specific requirements with respect to the obligation to "know your client". Except in relation to certain categories of institutional investors, the Note Issuer (and its agents on its behalf) can require a detailed verification of each investor's identity and the source of the payment used by such investor for purchasing

the Notes in a manner similar to the obligations imposed under the laws of other major financial centres. In addition, if any person who is resident in the Cayman Islands knows or has a suspicion that a payment to the Note Issuer (by way of investment or otherwise) contains the proceeds of criminal conduct, that person must report such suspicion to the Cayman Islands authorities pursuant to the PCL. If the Note Issuer were determined by the Cayman Islands government to be in violation of the PCL or the MLR, the Note Issuer could be subject to substantial criminal penalties. Such a violation could materially adversely affect the timing and amount of payments by the Note Issuer to the holders of the Notes. The Note Issuer may be subject to similar restrictions in other jurisdictions.

RISKS RELATING TO THE RECEIVABLES

Entrustment of Receivables

Under the Trust Agreement, the Originator will entrust to the Trustee on the Initial Entrustment Date, for the benefit of the Interestholders, all of its rights, title, interest and benefit (present and future, actual and contingent) in, to and under:

(a) all the Receivables existing as of the close of business on the Initial Cut-off Date in the Initial Accounts; and

(b) all Receivables arising from time to time thereafter in the Initial Accounts until the earlier of (i) the date on which all Bond Issuer Obligations, Note Issuer Obligations and Trust Obligations have been paid in full and (ii) the Note Legal Maturity Date.

On each subsequent Entrustment Date, the Originator may entrust to the Trustee for the benefit of the Interestholders, all of its rights, title, interest and benefit (present and future, actual and contingent) in, to and under all the Receivables arising under Additional Accounts as of the relevant Cut-off Date and all Receivables arising under the Additional Accounts from time to time thereafter until the Trust Termination Date.

Korean counsel to the Joint Lead Arrangers and the Joint Lead Managers have advised that they are not aware of any court precedents as to whether the entrustment of Receivables pursuant to the Trust Agreement could be cancelled or avoided under the Civil Code, the Trust Act or the Consolidated Insolvency Act of Korea. Korean counsel to the Joint Lead Arrangers and the Joint Lead Managers will opine that, subject to certain assumptions and qualifications set forth in their opinion, the entrustment of the Receivables by the Originator to the Trustee pursuant to the Trust Agreement would not be set aside or avoided under the Civil Code, the Trust Act or the Consolidated Insolvency Act of Korea. There can be, however, no assurance that a Korean court would not decide otherwise.

In particular, Korean counsel to the Joint Lead Arrangers and the Joint Lead Managers will opine that the entrustment of the Receivables existing in the Initial Accounts as of the Initial Cut-off Date will be valid as of the Closing Date, although there is no court precedent directly on point and a Korean court may therefore find to the contrary. In addition, according to Korean counsel to the Joint Lead Arrangers and the Joint Lead Managers, under Korean court precedents, the entrustment on the Closing Date of the New Receivables will be valid as of the Closing Date so long as such New Receivables can be reasonably specified and are to a significant or reasonable degree expected to be generated in the future. Korean counsel's opinion will be subject to certain assumptions, including the assumptions that:

(a) the historical details of the composition of Accounts by Cardholder age, geographical region, Account age, number of cards held by Accountholders, BSS Score, outstanding principal balance, total credit limit, payment method, payment date and delinquency history set forth in this Prospectus are true and accurate in all material aspects; and

(b) the representations and warranties made by the Originator in the Trust Agreement covering such or other similar matters are true and accurate in all material aspects.

These assumptions are made to satisfy the requirements set forth above for the valid transfer of the New Receivables by the Originator to the Trustee. If any of these assumptions proves to be incorrect, or if for any other reason a Korean court determines that all or a part of the entrustment of Receivables or New Receivables to the Trustee is not valid, then such Receivables will not form part of the Trust Assets, and all or a portion of the payments otherwise expected to be made by the Trustee arising from collections on the Receivables (including payments on the Investor Interest) may be delayed or not made at all, resulting in the Bond Issuer not receiving sufficient funds to make payments when due under the Bonds and, consequently, the Note Issuer not receiving sufficient funds to make payments when due under the Notes.

Perfection

The Receivables are the only assets available to the Trustee to support its obligations in respect of the Investor Interest. Korean counsel to the Joint Lead Arrangers and the Joint Lead Managers will opine generally that:

(a) the entrustment of all Receivables on the Closing Date will be perfected against third parties (other than the Accountholders) upon registration of such entrustment with the FSC on such date pursuant to the ABS Act; and

(b) although there is no court precedent directly on point, the entrustment of all New Receivables on the Closing Date will be perfected against third parties (other than the Accountholders) upon registration of such entrustment with the FSC on such date pursuant to the ABS Act.

Under Korean law, in order to validly perfect an ownership interest in monetary claims or contractual rights, such as the Receivables, against the applicable account debtor, individual written notice must be given to the relevant account debtor. Pursuant to the provisions of the Trust Agreement, such notices are not required to be given to Accountholders until the Early Amortisation Period has commenced or a Servicer Termination Event has occurred. Korean counsel to the Joint Lead Arrangers and the Joint Lead Managers has advised that the Trustee's interest in the Receivables, while perfected against third parties, will not be perfected against Accountholders until such notices are delivered.

Breach of Asset Warranties

No investigations, searches or enquiries have been made by or on behalf of the Note Issuer, the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Note Agents, the Bond Agents or the Bond Issuer in respect of the Receivables. The Note Agents and the Bond Agents shall not be bound or concerned to make any investigation into the creditworthiness of the Receivables or the Accountholders. The parties rely solely on the representations and warranties to be given by the Originator in respect of the Receivables and the Accounts on each Entrustment Date, without further verification. Any breach of the Asset Warranties may adversely affect the cashflow generated from the Receivables and thus may affect the ability of the Note Issuer to make timely payments under the Notes.

If there is a breach of any of the Asset Warranties with respect to any Receivable, the Originator may be required to pay the Reassignment Price for such Receivable (and all other Receivables in the Designated Account in which such Receivable arose) to the Trustee. If the Receivable is not reassigned to the Originator and such Receivable subsequently becomes a Defaulted Receivable, the Originator is obliged

to indemnify the Trustee in an amount equal to the Reassignment Price for such Receivable. There can be no assurance that the Originator will have sufficient funds to pay the Reassignment Price for the Receivables.

Fluctuation of the Designated Accounts

There can be no assurance that the level at which New Receivables are created in the Designated Accounts will not decrease. In addition, there can be no assurance that any New Receivables will arise. The amount of Receivables to which the Trustee is entitled from time to time will fluctuate as Receivables are reassigned to the Originator, New Receivables are generated in Designated Accounts, existing Receivables are collected, written off as uncollectible or otherwise become subject to a Receivable Balance Adjustment. A significant decline in the amount of New Receivables, or delinquencies or defaults on the Receivables exceeding certain specified levels provided in the Trust Agreement and described herein, may result in reduced Collections on the Receivables and may increase the likelihood of the occurrence of an Early Amortisation Event. If an Early Amortisation Event occurs, the Bond Issuer may be unable to make timely payments of interest and principal on the Bond and, consequently, the Note Issuer may be unable to make timely payments of interest and principal on the Notes.

Credit Quality

As at the Initial Cut-off Date, the Designated Accounts contained no Receivables with respect to which any due and payable payment had not been made when first due. The Originator has a team of credit analysts to monitor the credit of cardholders including the Accountholders by using credit risk management systems. See "*The Originator – Underwriting*". However, there can be no assurance that the credit risk management procedures employed by the Servicer will be effective or will be maintained at their current levels.

Several factors including competition from other credit card companies may result in a lowering of interest rates and/or credit quality which could affect the credit quality of the Receivables in future Collection Periods.

Reliance on the Servicer

The Receivables in the Designated Accounts will be entrusted by the Originator to the Trustee. The Servicer has been appointed by the Trustee to collect payments and enforce the obligations of each Accountholder, although the Servicer may be terminated on the occurrence of a Servicer Termination Event. If the initial Servicer for any reason ceases to be the Servicer, the Back-up Servicer will become the Servicer. There can be no assurance that the Servicer (including the Back-up Servicer acting as Servicer) will be successful in collecting payments on the Receivables and there can be no assurance that the Servicer will remit all amounts received by it from Accountholders to the Trustee. From the date which is two months after the Closing Date, the Accountholders will make payments with respect to the Receivables to the Trustee through (i) Automatic Debit Agreements entered into by the Originator, the Trustee and the Automatic Debit Banks or (ii) CMS Arrangements. The Servicer is obliged to transfer Collections received by it from Accountholders using payment methods other than Auto Debit to the Trust Collection Account, although such amounts may be set-off against any Daily Cash Release payable by the Trustee to the Seller Interestholder, the Subordinated Seller Interestholder and the Servicer. A failure on the part of the Servicer to remit or procure the remittance of such payments to the Trust Collection Account in accordance with the Trust Agreement and the Servicing Agreement may adversely affect the Trustee's ability to make payments in respect of the Investor Interest and, in turn, the Bond Issuer's ability to pay interest and/or principal when due on the Bond and, ultimately, the Note Issuer's ability to make payments of interest and principal on the Notes when due.

Mismatches between Interest Rates

Interest payments by Accountholders under all Receivables are calculated based upon a fixed interest rate and are paid by Accountholders on one of the twenty-seven payment dates throughout each Collection Period. Interest payments on the Notes are paid on Note Payment Dates and interest payments on the Class A1 Notes are calculated based on a floating interest rate and interest payments on the Class A2 Notes are calculated based on a fixed interest rate. In order to hedge the interest rate risk arising as a result of these differences, the Bond Issuer will enter into a Swap Agreement with each Swap Provider. See "*Transaction Overview – The Swaps*". Although the Swap Agreements are being entered into in order to mitigate the risks associated with, *inter alia*, the mismatch in the interest rates between the Receivables and the Bonds, there can be no guarantee that the Swap Agreements will be sufficient in all circumstances (including following any default by a Swap Provider) to hedge such interest rate risk. Such a mismatch in interest rates may adversely affect the Bond Issuer's ability to pay amounts due in respect of the Bonds and, consequently, the Note Issuer may be unable to make timely payments of interest and principal on the Notes.

Furthermore, either or both of the Swap Agreements may be terminated before their scheduled termination dates (being the Swap Payment Date falling in February 2022) if a Swap Event of Default or a Swap Termination Event occurs under the relevant Swap Agreement. In the event that either or both of the Swap Agreements are so terminated before their scheduled termination dates, a Swap Termination Amount may be payable by the Bond Issuer to the Swap Providers. Depending on prevailing market conditions, the amounts payable in any such case may be substantial thus reducing the amount of funds available to the Note Issuer to make payments on the Notes.

RISKS RELATING TO THE ORIGINATOR'S BUSINESS

Market Conditions

As of 31 December 2016, the Originator's total assets amounted to KRW76.06 billion and its net income amounted to KRW1.09 billion, compared to total assets of KRW66.04 billion and net income of KRW1.17 billion as of 31 December 2015. The Originator's large exposure to credit card and other consumer debt means that it is exposed to changes in economic conditions affecting Korean consumers in general. For example, a rise in unemployment, an increase in interest rates, a continued worsening of Korea's GDP, further stagnation in Korea's export market, a downturn in the real estate markets, or a general contraction or other difficulties affecting the Korean economy may lead Korean consumers to reduce spending (a substantial portion of which is conducted through credit card transactions), which in turn leads to reduced earnings for the Originator's credit card business, as well as to higher default rates on credit card loans, deterioration in the quality of the Originator's credit card assets and increased difficulties in recovering written-off assets from which a significant portion of the Originator's revenues is derived. In addition, the Government of Korea may take further steps which may have the effect of reducing credit card usage among consumers. See "– *Government Measures*" below. Any of these developments could have a material adverse effect on the Originator's business, financial condition and results of operations and consequently on the ability of the Note Issuer to make timely payments of principal and interest on the Notes.

Government Measures

In addition, recent Government regulations aimed at protecting small- and medium-sized enterprises, such as the reduction of merchant fees chargeable to small- and medium-sized merchants, could have a material adverse effect on the Originator's revenues.

The Government has also introduced measures to control competition among credit card companies and lower interest rates charged on credit cards. All of these measures, and any other regulations promulgated

by the Government to protect merchants or consumers, may negatively affect the profitability of credit card companies, including the Originator, and, in turn, may negatively offer the Note Issuer's ability to make timely payments of principal and interest on the Notes.

Regulatory Sanctions

Following investigations into certain data breaches by some Korean credit card companies in January 2014 the FSS imposed a mandatory suspension of business at three Korean credit card companies: Lotte Card, KB Kookmin Card and NH Nonghyup Card. All three companies resumed full business operations in May 2014. The FSS, as the regulator of credit card companies in Korea, has authority to impose a wide range of sanctions on the companies following investigation into alleged malpractice. While the Originator is not under investigation by the FSS and has not had its operations suspended or otherwise restricted, no assurance can be given that the FSS may not seek to investigate and impose sanctions on a wider group of credit card companies in the future. If any such sanctions were imposed on the Originator, the business, financial condition and results of operations of the Originator may be adversely affected, which in turn may adversely affect the ability of the Note Issuer to make timely payments of principal and interest on the Notes.

Competition

Competition in the credit card and consumer finance businesses remains intense as existing credit card companies, commercial banks, consumer finance companies and other financial and mobile telecommunications institutions in Korea have made significant investments and engaged in aggressive marketing campaigns and further matures and becomes more saturated in terms of the number of cardholders and transaction volume, the average credit quality of the Originator's customers may deteriorate if customers with higher credit quality borrow from the Originator's competitors rather than the Originator and it may become more difficult for the Originator to attract and maintain quality customers.

Maintenance of Market Position

The Originator's ability to maintain its market position and continue its asset growth in the future will depend on, among others, its ability to (i) develop and market new products and services that are attractive to its customers, (ii) generate funding at commercially reasonable rates and in amounts sufficient to support preservation of assets and further asset growth, (iii) develop the personnel and systemic infrastructure necessary to manage its growth and increasingly diversified business operations and (iv) manage increasing delinquencies. In addition, external factors such as competition and Government regulation in Korea may limit the Originator's ability to maintain its growth, and economic and social developments in Korea, such as changes in consumer confidence levels or spending patterns, as well as changes in the public perception of credit card usage and consumer debt, could have an adverse impact on the growth of the Originator's credit card assets in the future. Furthermore, if the Originator fails to simultaneously manage its asset quality and its asset growth or sacrifices asset quality in exchange for asset growth, its delinquency ratio may be adversely affected. If the rate of growth of the Originator's assets declines or becomes negative or its delinquency ratio increases, the business, financial condition and results of operations of the Originator may be adversely affected, which in turn may adversely affect the ability of the Note Issuer to make timely payments of principal and interest on the Notes.

Customer Base

Increasing consumer and corporate spending and borrowing on the Originator's card products and growth in card lending balances depend in part on the Originator's ability to develop and issue new or enhanced card and prepaid products and increase revenue from such products and services. The Originator's future earnings and profitability also depend on its ability to attract new cardholders, reduce cardholder attrition, increase merchant coverage and capture a greater share of customers' total credit card spending in Korea and overseas. The Originator may not be able to manage and expand cardholder benefits in a cost-effective manner or contain the growth of marketing, promotion and reward expenses to a commercially reasonable level. If the Originator is not successful in increasing customer spending or in containing costs or cardholder benefits, its financial condition, results of operations and cash flow could be negatively affected, which in turn may have an adverse effect on the ability of the Note Issuer to make timely payments of principal and interest on the Notes.

Credit Card Delinquencies

The Originator's delinquency ratio under the Financial Services Commission guidelines decreased slightly from 1.54 per cent. in 2015 to 1.12 per cent. in 2016.

There can be no assurance that the Originator will not experience a deterioration in its financial condition and performance. Any such difficulties could adversely affect the Originator's ability to perform its specified obligations to make payments under the Trust Agreement or the ability of the Originator (in its capacity as Servicer) to provide the Services in relation to the Receivables under the Servicing Agreement. This in turn could adversely affect the ability of the Trustee to make payments in respect of the Investor Interest and, in turn, the Bond Issuer's ability to pay interest and/or principal when due on the Bonds and, ultimately, the Note Issuer's ability to make payments of interest and principal under the Notes when due.

RISKS RELATING TO KOREA

Legislation

Korean consumer protection laws regulate the creation, enforcement and collection of consumer loans, including consumer credit accounts and receivables. The most significant of such laws include the Specialised Credit Financial Business Act, the Instalment Transaction Act and the Door-to-Door Sales Act. These laws:

(a) impose on credit card companies disclosure requirements in respect of certain rates including interest rates, discount rates, default charge rates and merchant fee rates, payment methods and matters related to the use of stolen or lost cards;

(b) limit customer and merchant liability for unauthorised use;

(c) prohibit a transfer of credit card receivables to any party other than credit card companies and banks established under the Banking Act; and

(d) prohibit sales slips from being produced by any party other than credit card merchants.

Changes or additions to such laws may impede the Servicer's collection efforts on the Receivables or may reduce the finance charges and other fees that the Originator may charge on Accounts, in either case resulting in reduced collections on the Receivables. A Receivable that does not comply with consumer

protection laws may not be valid or enforceable in accordance with its terms against the applicable Accountholder, which would constitute a breach of an Asset Warranty relating to such Receivable.

Regulation by the FSC and FTC

The Originator's business is subject to regulation by the FSC which may require the payment of fines, prohibit the Originator from acquiring new customers or impose other penalties in circumstances where the Originator is in breach of FSC regulations. No assurance can be given that circumstances will not arise that entitle the FSC to impose fines or other penalties on the Originator in the future or to issue further regulations which may have a restrictive effect on the ability of the Originator to generate new Accounts.

Adverse Economic Developments

Both the Originator and the Bond Issuer are incorporated in Korea and substantially all of the Originator's operations and customers, including the Accountholders, are located in Korea. The Originator, the Bond Issuer and the Accountholders are subject to political, economic, legal and regulatory risks specific to Korea.

The legal system in Korea is not as well established as in the United States or Western Europe, and in particular the legal rights of creditors or other parties are in many cases not clear, well established or consistently enforced by Korean courts. In particular, the ABS Act is a relatively new body of legislation and there has been no Korean judicial consideration of it. Future recovery and growth of the economy is subject to many factors beyond the control of the Originator and the Bond Issuer.

Events outside Korea also impact the financial markets and the economy in Korea. In recent years, adverse conditions and volatility in the worldwide financial markets, fluctuations in oil and commodity prices and the general weakness of the global economy have contributed to the uncertainty of global economic prospects in general and have adversely affected, and may continue to adversely affect, the Korean economy. Any future deterioration of the Korean and global economy could adversely affect the Originator's business, financial condition and results of operations.

Developments that could damage Korea's economy in the future include:

- downgrades in the sovereign or other credit ratings of the United States and other countries, instability in the value of major currencies and continuing difficulties in the housing and financial sectors in the United States and elsewhere and the resulting adverse effects on the global financial markets;

- financial problems relating to Korean conglomerates known as *chaebols*, or their suppliers, and their potential adverse impact on Korea's financial sector;

- loss of investor confidence arising from corporate accounting irregularities and corporate governance issues of certain chaebols;

- a slowdown in consumer spending and the overall economy;

- an unanticipated deterioration of consumer credit quality;

- uncertainty and volatility in real estate prices arising, in part, from the Government's policy-driven tax and other regulatory measures;

- adverse changes or volatility in foreign currency reserve levels, commodity prices (including oil prices), exchange rates (including depreciation of the U.S. dollar or Japanese Yen), interest rates and stock markets;

- increased reliance on exports to service foreign currency debts, which could cause friction with Korea's trading partners;

- adverse developments in the economies of countries such as the United States, China and Japan to which Korea exports, or in emerging market economies in Asia or elsewhere that could result in a loss of confidence in the Korean economy;

- the economic effects of the newly ratified free trade agreement between the United States and Korea and any pending or future free trade agreements;

- the continued emergence of China, to the extent its benefits (such as increased exports to China) are outweighed by its costs (such as competition in export markets or for foreign investment and the relocation of the manufacturing base from Korea to China);

- social and labour unrest or declining consumer confidence or spending resulting from lay-offs, increasing unemployment and lower levels of income;

- a decrease in tax revenues and a substantial increase in the Korean Government's expenditures for unemployment compensation and other social programmes that, together, lead to an increased government budget deficit;

- political uncertainty and increasing strife among or within political parties in Korea, including as a result of the increasing polarisation of the positions of the ruling party and the opposition;

- a deterioration in economic or diplomatic relations between Korea and its trading partners or allies, including such deterioration resulting from trade disputes or disagreements in foreign policy;

- hostilities involving oil producing countries in the Middle East and any material disruption in the supply of oil or increase in the price of oil resulting from those hostilities;

- an increase in the level of tensions between North Korea and Korea and/or the United States;

- any economic instability and ramifications caused in the event of reunification of Korea and North Korea and a transition period that follows; and

- any other developments that have a material adverse effect in the global economy, such as an act of war, a terrorist act or a breakout of an epidemic such as SARS, avian flu or swine flu or natural disasters such as the earthquake and tsunami in Japan in March 2011 and the resulting leakage of nuclear materials, and the related disruptions in the economies of Japan and other countries.

Any developments that could adversely affect Korea's economic recovery are likely also to have a material adverse effect on the Originator's operations.

Labour Unrest

A downturn in the Korean economy, as well as the associated increase in the number of corporate restructurings and bankruptcies, may cause large-scale layoffs and increased unemployment in Korea. Increased unemployment may lead to social unrest and substantially increase the Government's expenditure for unemployment compensation and other costs for social programmes. There can be no assurance that layoffs will not occur in the future or that labour unrest will not continue or escalate further. Increasing unemployment and continuing labour unrest could disrupt the operations of the Servicer and its ability to service the Receivables and could affect financial matters in Korea generally, depressing the prices of listed Korean securities and the value of the Won relative to other currencies. These results would be likely to have an adverse effect on Korean economic conditions.

Exchange Control and Remittance Restrictions

The Receivables and the Investor Interest are payable in Won while the Class A1 Bond and the Class A1 Notes are payable in U.S. dollars and the Class A2 Bond and the Class A2 Notes are payable in Singapore dollars. The ability of the Bond Issuer to make U.S. dollar and Singapore dollar payments on the Bonds and in respect of certain of its expenses depends on its ability to receive scheduled U.S. dollar and Singapore dollar payments under the Swap Agreements and, if necessary, its ability to convert Won at the prevailing spot exchange rate and its ability to direct payments of U.S. dollars and Singapore dollars outside of Korea. Although under the Swap Agreements, the Swap Providers have agreed to bear the risk of certain transferability and convertibility events in relation to the Won, if a Swap Agreement is terminated for any reason and a replacement Swap Agreement on substantially similar terms is not available, the Bond Issuer may be required to bear all or part of the risk of the occurrence of certain transferability and convertibility events in relation to the Won. There can be no assurance that future Korean governmental policies (including the imposition of exchange controls or remittance restrictions) would not adversely affect the ability of the Bond Issuer to obtain U.S. dollars or Singapore dollars or the ability of the Bond Issuer to direct payments of U.S. dollars or Singapore dollars outside of Korea.

Termination of a Swap Agreement would subject the Bond Issuer to the risk that the Won/USD or Won/SGD exchange rate available to the Bond Issuer after such termination is less favourable than the Applicable Exchange Rate under such Swap Agreement. See "*Transaction Overview – The Swaps-Termination of the Swaps*".

In any such event, collections on the Receivables could, under certain circumstances, be insufficient to make scheduled payments on the Bonds which could affect the ability of the Note Issuer to make timely payments of interest and principal under the Notes.

Increased tensions between North Korea, Korea and the United States may have a material adverse effect on the market value of the Notes

Relations between Korea and North Korea have been tense throughout Korea's modern history. In recent months, the level of tension between Korea and North Korea has increased significantly. In addition, the diplomatic relationship between United States and North Korea has deteriorated greatly, with North Korea threatening to launch missile attacks on United States territories and increased rhetoric on both sides. The international community is increasingly concerned about the negative impact that North Korea's deteriorating relationship with the United States and Korea could have on political and economic stability in the region, as well as over North Korea's nuclear and ballistic missile capability. In response to multiple ballistic missile tests and nuclear tests performed by North Korea in the last 12 months, including the filing of two missiles over Japan, the United Nations has strongly condemned North Korean actions and

the United Nations Security Council has issued unanimous sanctions on several occasions, including increasing economic sanctions against North Korea by imposing a ban on its textile exports and capping imports of crude oil.

There can be no assurance that the tensions between North Korea and Korea and the United States will not continue to deteriorate to the point where military action is taken by one or more of these countries. Any such escalation of tensions is likely to have a material adverse impact on the Korea's economy. Any further increase in uncertainty relating to the military, political or economic stability in the Korean peninsula, including the continued breakdown of diplomatic negotiations over the North Korean nuclear programme, occurrence of military hostilities, heightened concerns about the stability of North Korea's political leadership or its actual collapse, a leadership crisis, a breakdown of high-level contacts between Korea and North Korea or further military hostilities, could have a material adverse effect on the Korean economy and on Woori Card's business, financial condition and results of operations and the market value of the Notes.

OTHER RISKS

No Operating History

The Bond Issuer is a newly-formed entity and has no operating history and no material assets other than the Investor Interest. The Bond Issuer will not engage in any business activity other than the issuance of the Bonds, certain activities conducted in connection with the payment of amounts in respect of the Bonds and other activities incidental or related to the foregoing. Income derived from the Investor Interest will be the Bond Issuer's principal source of funds.

Limited Recourse Obligations of the Bond Issuer

The Bond Conditions will provide that recourse against the Bond Issuer in relation to its obligations under the Bonds and all other obligations under the Transaction Documents will be limited to amounts from time to time available for such obligations in accordance with the Transaction Administration Agreement. If such amounts are insufficient to pay in full all amounts due under the Bonds after payment of all amounts having priority over the Bonds, the Note Issuer will have no further claim against the Bond Issuer in respect of any unpaid amounts and the liability of the Bond Issuer with respect to such unpaid amounts shall be extinguished.

None of the equityholders, officers, directors or incorporators of the Bond Issuer, the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Transaction Administrator, the Swap Providers, the Note Agents and the Bond Agents, any of their respective affiliates or any other person or entity (other than the Bond Issuer) will be obligated to make payments on the Bonds. The Note Issuer must rely on payments received in respect of the Bonds for the payment of interest and principal of the Notes and no assurance can be given that such payments will be sufficient to ensure that the Note Issuer has sufficient funds to pay all amounts due on the Notes.

Transfers of the Bonds

Under the Financial Investment Services and Capital Markets Act and the Regulations on Issuance, Public Disclosure, etc. of Securities, a transfer of any Bond by the Note Issuer to a Korean Resident (as such term is defined in the Foreign Exchange Transaction Law of Korea, currently an individual who has an address or a place of residence in Korea or a legal entity which has its main office in Korea) within one year of the date of its issuance would necessitate a filing by the Bond Issuer with the Financial Services Commission of Korea. If the Bond Issuer breaches such prohibition, it may be subject to sanctions by the FSC. The Note Issuer has covenanted in the Bond Subscription and Agency Agreement that it will not transfer the Bonds to a Korean Resident within one year of the Closing Date (except as otherwise permitted by applicable Korean laws and regulations). This may restrict the actions which the Note Trustee may take upon enforcement of the Note Security.

Withholding Taxes under the Bond

All payments in respect of the Bonds will be made free and clear of, and without withholding or deduction for, any present or future Taxes (including Taxes imposed by Korea), unless such withholding or deduction is required by law. In that event, the Bond Issuer is obliged to gross up and otherwise compensate the Bondholder for the lesser amounts that the Bondholder will receive as a result of the imposition of such Taxes. Income derived from the Investor Interest will be the Bond Issuer's only source of funds. No assurance can be given that such funds will be sufficient to enable the Bond Issuer to make such gross-up or compensation payments in full or at all.

Forward-looking Statements

Included in this Prospectus are various forward-looking statements, including statements regarding the Note Issuer's and the Originator's expectations and projections for future operating performance and business prospects. The words "believe", "expect", "anticipate", "estimate", "project" and similar words identify forward-looking statements. In addition, all statements other than statements of historical facts included in this Prospectus are forward-looking statements. These statements are forward-looking and reflect current expectations of the relevant party. Although such parties believe that the expectations reflected in the forward-looking statements are reasonable, they can give no assurance that such expectations will prove to be correct. They are subject to a number of risks and uncertainties, including changes in the economic and political environments in Korea. In light of the many risks and uncertainties surrounding Korea, investors should keep in mind that such parties cannot guarantee that the forward-looking statements described in this Prospectus will transpire. All subsequent written and oral forward-looking statements attributable to such parties or persons acting on behalf of such parties are expressly qualified in their entirety by the reference to these risks.

Regulation on Credit Rating Agencies

Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013 ("**CRA3**") provides for certain additional disclosure requirements in relation to structured finance transactions. Such disclosures need to be made via a website set up by ESMA. On 26 January 2015, the Commission Delegated Regulation (EU) 2015/3 of 30 September 2014 came into force containing regulatory technical standards ("**RTS**") adopted by the European Commission to implement the provisions of CRA3. The RTS specify (i) the information that the issuer, originator and sponsor of a structured finance instrument ("**SFI**") established in the European Union must jointly disclose on the ESMA website, (ii) the frequency with which this information is to be updated and (iii) the presentation of this information

by means of standardised disclosure templates. The RTS were due to apply with effect from 1 January 2017, in which case any structured finance instrument issued since 26 January 2015 and still outstanding on 1 January 2017 would have been subject to these disclosure requirements for the set out under CRA3. However, following an announcement by ESMA in April 2016 (indicating that it would be unlikely that the relevant website would be available to reporting entities by 1 January 2017), the reporting and information obligations under CRA3 did not come into effect on 1 January 2017, and it is currently unclear when the reporting and information obligations under CRA3 will finally come into force. Investors should consult their legal advisors as to the timing of the coming into force and the applicability of CRA3 and any consequences of non-compliance in respect of their investment in the Notes.

Additionally, CRA3 has introduced a requirement that issuers or related third parties of SFIs solicit two independent ratings for their obligations and should consider appointing at least one rating agency having less than a 10 per cent. market share. Where the issuer or a related third party does not appoint at least one credit rating agency with no more than 10 per cent. market share, this must be documented. The Note Issuer has only engaged Moody's to rate the Notes and this decision has been documented. As there is no guidance on the requirements for any such documentation there remains some uncertainty whether the Note Issuer's documentation efforts will be considered sufficient for these purposes and what the consequences of any non-compliance may be for investors in the Notes.

Basel Capital Accord and Regulatory Capital Requirements

The regulatory capital framework published by the Basel Committee on Banking Supervision (the "**Basel Committee**") in 2006 (the "**Basel II framework**") has not been fully implemented in all participating countries. The implementation of the framework in relevant jurisdictions may affect the risk-weighting of the Notes for investors who are or may become subject to capital adequacy requirements that follow the framework.

The Basel Committee has approved significant changes to the Basel II framework (such changes being commonly referred to as "**Basel III**"), including new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions. In particular, the changes refer to, amongst other things, new requirements for the capital base (including an increase in the minimum Tier 1 capital requirement), measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**"). The European authorities have introduced the Basel III framework into European law through Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (Capital Requirements Directive – "**CRD**") and the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 (Capital Requirements Regulation – "**CRR**") known as "**CRD IV-Package**" which has entered into force in the EU on 1 January 2014. Particularly the CRR has immediate and direct effect, as it does not require to be implemented into national law.

Based on Article 460 of the CRR, on 17 January 2015 the Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 to supplement Regulation (EU) 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for Credit Institutions (the "**LCR Regulation**") was published in the Official Journal of the European Union. It sets out assumed inflow and outflow rates to better reflect actual experience in times of stress. It further defines specific criteria for assets to qualify

as high quality liquid assets, the market value of which shall be used by credit institutions for calculating their Liquidity Coverage Ratio for the purposes of the CRR. It should be noted that the LCR Regulation and, accordingly, the criteria for asset-backed securities to qualify as Level 2B assets are not entirely consistent with recent market standards. Accordingly, with respect to the Notes, there can be no assurance that such requirements will be met at all times or will be accepted by the competent authorities to have been fulfilled for the purposes set forth in the LCR Regulation and, accordingly, investors are required to independently assess and determine the suitability of their investment in the Notes for their respective purposes.

It should also be noted that, although the Liquidity Coverage Ratio entered into general application with the remainder of the LCR Regulation on 1 October 2015, under certain transitional provisions the minimum liquidity coverage requirement will only initially be 60 per cent., before rising in stages to reach 100 per cent. on 1 January 2018. The Net Stable Funding Ratio is also expected to come into force in January 2018.

The Basel Committee has also published certain proposed revisions to the securitisation framework, including changes to the approaches to calculating risk weights and a new risk weight floor of 15 per cent. The European Commission has published legislative proposals to implement these provisions, including the text of the proposed amending regulations. However, there are material differences between the legislative proposals and the current regulatory requirements; it is also not clear whether (and in the case of any relevant technical standards, in what form), the legislative proposals (and any corresponding technical standards) will be adopted.

The changes under CRD IV and Basel III as described above may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences for, and effect on, them of any changes to the Basel II framework (including the Basel III changes described above) and by the CRD IV Package in particular and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

EU Risk Retention and Due Diligence Requirements

Article 405 of the CRR places an obligation on a credit institution that is subject to the CRD which assumes exposure to the credit risk of a securitisation (as defined in Article 242 of the CRR) to ensure that the originator, sponsor or original lender has explicitly disclosed that it will retain a material net economic interest of not less than 5 per cent. in the securitisation, and has a thorough understanding of all structural features of a securitisation transaction that would materially impact the performance of their exposures to the transaction. Furthermore, Article 405 of the CRR restricts an EU regulated credit institution from investing in asset-backed securities unless the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the EU regulated credit institution that it will retain, on an ongoing basis, a net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures as contemplated by Article 405 of the CRR. Failure to comply with one or more of the requirements set out in Article 405 of the CRR will result in the imposition of a penal capital charge on the notes acquired by the relevant investor.

Investors should therefore make themselves aware of the requirements of Articles 405 to 410 of the CRR as well as the respective national implementation legislation, where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes.

With respect to the commitment of the Originator to retain a material net economic interest of not less than 5 per cent. in the securitisation as contemplated by Article 405 of the CRR, such net economic interest will, in accordance with Article 405 paragraph 1, subsection (b) of the CRR, be comprised of a revolving interest in the assets of the Trust, through the Seller Interest, equivalent to no less than 5 per cent. of the nominal amount of the securitised exposures. After the Closing Date, the Servicer will prepare monthly investor reports wherein relevant information with regard to the Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Originator. The outstanding balance of the retained exposures may be reduced over time by, amongst other things, amortisation, allocation of losses or defaults on the underlying Receivables.

It should be noted that there is no certainty that references to the retention obligations of the Originator in this Prospectus will constitute explicit disclosure (on the part of the Originator) or adequate due diligence (on the part of the Noteholders) for the purposes of Article 406 of the CRR or for the purpose of Section 5 (as defined below).

Article 406 of the CRR also places an obligation on credit institutions that are subject to the CRD, before investing in a securitisation and thereafter, to analyse, understand and stress test their securitisation positions, and monitor on an ongoing basis and in a timely manner performance information on the exposures underlying their securitisation positions. After the Closing Date, the Originator or the Servicer will prepare monthly servicer reports wherein relevant information with regard to the Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Originator with a view to complying with Article 409 of the CRR.

Where the relevant retention requirements are not complied with in any material respect and there is negligence or omission in the fulfilment of the due diligence obligations on the part of a credit institution that is investing in the Notes, a proportionate additional risk weight of no less than 250 per cent. of the risk weight (with the total risk weight capped at 1,250 per cent.) which would otherwise apply to the relevant securitisation position will be imposed on such credit institution, progressively increasing with each subsequent infringement of the due diligence provisions. Noteholders should make themselves aware of the provisions of the CRD IV Package and make their own investigation and analysis as to the impact of the CRD IV Package on any holding of Notes.

Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with CRD IV Package or Section 5 (as applicable) and none of the Note Issuer, the Woori Card (in its capacities as the Originator, and the Servicer), the Joint Lead Managers, the Joint Lead Arrangers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser nor any other party to the Transaction Documents makes any representation that the information described above is sufficient in all circumstances for such purposes.

Article 405 of the CRR came into force as of 1 January 2014. On 3 July 2014, the Delegated Regulation supplementing the CRR by way of Regulatory Technical Standards and specifying the requirements for investor, sponsor, original lenders and originator institutions relating to exposures to transferred credit risk came into effect. Regulatory Technical Standards set out in the Delegated Regulation replace the previous guidelines published by the Committee of European Banking Supervisors ("**CEBS**") in the context of former Article 122a of the CRD. Investors should take their own advice and/or seek guidance from their regulator on compliance with, and the application of, the provisions of the CRD IV Package and Article 405 of the CRR in particular.

Investors should also be aware of Article 17 of the Alternative Investment Fund Managers Directive 2011/61/EU of the European Parliament and the Council of 22 July 2013 on alternative investment fund managers (the "**AIFMD**") and Section 5 of Chapter III of the of the Commission Delegated Regulation (EU) No 231/2013 implementing the EU Alternative Investment Fund Managers Directive (2011/61/EC) ("**Section 5**"), the provisions of which section introduced risk retention and due diligence requirements (which took effect from 22 July 2013 in general) in respect of alternative investment fund managers that are required to become authorised under the EU Alternative Investment Fund Managers Directive and which assume exposure to the credit risk of a securitisation on behalf of one or more alternative investment funds. While the requirements under Section 5 are similar to those which apply under Article 405 of the CRR et seq. (including in relation to the requirement to disclose to alternative investment fund managers that the originator, sponsor or original lender will retain, on an ongoing basis, a net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures), they are not identical and, in particular, additional due diligence obligations apply to relevant alternative investment fund managers. The undertaking by the Originator in the Transaction Documents to retain a net economic interest of 5 per cent. in the transaction does not address compliance with Section 5. Investors should undertake their own due diligence, take their own legal advice and/or seek guidance from their relevant national regulator in relation to compliance with Section 5.

Furthermore, Article 135 of the EU directive on the taking up and pursuit of the business of insurance and reinsurance (2009/138/EC) ("**Solvency II**"), as amended by Directive 2014/51/EU ("**Omnibus II**"), will require the imposition of similar requirements on insurers and reinsurers authorised in the EU. Certain provisions of Solvency II had to be implemented by the member states until 31 March 2015 (and apply as from 1 January 2016 onwards, or a later date). On 10 October 2014, the European Commission adopted a Delegated Act containing implementing rules for Solvency II which was published in the Official Journal on 17 January 2015, as Commission Delegated Regulation 2015/35 (the "**Solvency II Implementing Regulation**"), and entered into force the following day. Chapter VIII of the Solvency II Implementing Regulation introduced risk retention and due diligence requirements which are similar (but not identical) to those which apply under Article 405 of the CRR et seq. Although the retention and disclosure requirements may be similar to those which apply under Article 405 of the CRR et seq., the requirements under the other Risk Retention Rules need not be identical, and in particular, but without limitation, additional due diligence obligations may apply.

The regulatory capital treatment of the Notes for investors is likely to be affected by future implementation of and changes to the CRD IV Package, Section 5 or other regulatory or accounting changes. On 30 September 2015, the European Commission issued two draft regulations on securitisations. If implemented, these regulations will make some major changes to European securitisation rules. The first regulation will harmonise rules on risk retention, due diligence and disclosure across the different categories of European institutional investors and will introduce a new framework for simple, transparent and standardised ("**STS**") securitisations (the "**Securitisation Regulation**"). The second regulation will implement a more risk sensitive prudential treatment for STS securitisations into the CRR. On 19 December 2016, the European Parliament approved in its full plenary session the text of the Securitisation Regulation and the related regulation amending the CRR and on 30 May 2017 it was announced that a compromise had been reached between the European Parliament, European Commission and the Council following a number of trilogues. The European Council published a version of this text on 26 June 2017. Such compromise includes, among other things, the maintenance of the risk retention threshold at 5 per cent. However, some changes to the compromise are to be expected and it is not clear when, or in what form, the agreed regulation and any corresponding regulatory technical standards will be adopted.

Also, in July 2016, the Basel Committee on Banking supervision published its own standard for the regulatory capital treatment of securitisation exposures that includes the regulatory capital treatment for "simple, transparent and comparable" (STC) securitisations.

There can be no guarantee that the regulatory capital treatment of the Notes for investors will not be affected by any future implementation of and changes to the CRD IV Package or other regulatory or accounting changes.

U.S. Credit Risk Retention

Pursuant to the risk retention regulations in 17 C.F.R. Part 246 ("**Regulation RR**") promulgated under Section 15G of the Securities Exchange Act of 1934, the "sponsor" of a "securitization transaction" of the type contemplated hereby is required to acquire and maintain (either directly or through its "wholly-owned affiliates") not less than 5 per cent. of the "credit risk" of the "securitized assets" (as such terms are defined in Regulation RR). Regulation RR further prohibits the "sponsor" or its "wholly-owned affiliates,"as applicable, from directly or indirectly (i) eliminating or reducing its credit exposure by hedging or otherwise transferring the "credit risk" that it is required to retain during the period specified under Regulation RR or (ii) obtaining secured financing during such specified period for the "credit risk" that it is required to retain other than on a full recourse basis.

The offering and sale of the Notes is a "revolving pool securitization" as to which the Originator is the "sponsor" and the Originator will satisfy its obligation to retain credit risk by retaining a "seller's interest" of not less than 5 per cent. of the "aggregate unpaid principal balance of all outstanding investor ABS interests" (within the meaning given to such term in Regulation RR) in the Note Issuer. The Seller Interest and the Subordinated Seller Interest held by the Originator have been structured with the intention of comprising a "seller's interest" for purposes of Regulation RR and are expected to constitute on the Closing Date at least 5 per cent. of the "aggregate unpaid principal balance of all outstanding investor ABS interests" (within the meaning given to such term in Regulation RR) in the Note Issuer. The Seller Interest and the Subordinated Seller Interest are interests in the Trust which are collateralised by the securitised assets, are either *pari passu* with or subordinated to the Investor Interest which collateralises each series of investor ABS interests issued by the Note Issuer, and adjust for fluctuations in the outstanding principal balance of the pool assets. For a description of the Seller Interest and the Subordinated Seller Interest, see "*Transaction Overview – The Trust – Trust Interests*". The Originator will hold and will not hedge the portions of the "seller's interest" that are retained to satisfy these requirements, so long as any "outstanding investor ABS interests" (within the meaning given to such term in Regulation RR) are held by any person or entity that is not the Originator or any of its wholly-owned affiliates.

The Bond Subscription and Agency Agreement includes a requirement that the aggregate unpaid principal balance of the Seller Interest and the Subordinated Seller Interest held by the Originator is at least equal to 5 per cent. of the "aggregate unpaid principal balance of all outstanding investor ABS interests" (within the meaning given to such term in Regulation RR) in the Note Issuer on the Closing Date and at least monthly, until no ABS interest in the Note Issuer is held by any person or entity that is not the Originator or any of its wholly-owned affiliates. If the Originator fails to meet this 5 per cent. test as of any such measurement date, such test must be then re-determined and satisfied no later than one month after such measurement date. Woori Card will notify the Noteholders whether the "seller's interest" satisfies the risk retention requirements in the periodic Monthly Servicer Reports.

After the Closing Date, the Servicer will prepare monthly investor reports wherein relevant information with regard to the Receivables will be disclosed publicly together with an overview of the retention of the material net economic interest by the Originator. The outstanding balance of the Seller Interest and the Subordinated Seller Interest may be reduced over time by, amongst other things, amortisation, allocation of losses or defaults on the underlying Receivables. No assurance can be given that the Originator will continue to meet the 5 per cent. test in the future on any relevant measurement date.

Unsolicited Rating of Notes

There can be no assurance that a nationally recognised statistical rating organisation not engaged by the Note Issuer to provide a rating on the Notes will not issue (pursuant to Rule 17g-5 promulgated under the 1934 Act or otherwise) a lower rating with respect to the Notes than the ratings assigned by the applicable Rating Agency specified herein. The Note Issuer cannot predict with certainty the effect that the assignment of an unsolicited rating by another rating agency with respect to the Notes may have on the liquidity or market values (assuming a market exists for the Notes at the time of such rating) of the Notes.

Reform of LIBOR Determinations

Financial market reference rates and their calculation and determination procedures have come under close public scrutiny in recent years. Starting in 2009, authorities in jurisdictions such as the European Union, the United States, Japan and others have investigated cases of alleged misconduct around the rate-setting of LIBOR and other reference rates. A number of initiatives to reform reference rate-setting have been launched as a consequence by the regulatory and supervisory communities as well as the financial markets.

At a European Union institutional level, Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds has been published in the Official Journal of the European Union (the "**Benchmark Regulation**"). The Benchmark Regulation entered into force on 30 June 2016 and will apply from January 2018.

At a United Kingdom level, certain reforms have already been adopted, including the replacement of the British Bankers' Association with ICE Benchmark Administration Limited ("**IBA**") as the new administrator of LIBOR.

In a speech on 27 July 2017, Andrew Bailey, the Chief Executive of the FCA, announced the FCA's intention to cease sustaining LIBOR from the end of 2021.

The FCA has statutory powers to compel panel banks to contribute to LIBOR where necessary. The FCA has decided not to ask, or to require, that panel banks continue to submit contributions to LIBOR beyond the end of 2021. The FCA has indicated that the current panel banks will voluntarily sustain LIBOR until the end of 2021. The FCA's intention is that after 2021, it will no longer be necessary for the FCA to persuade, or to compel, banks to submit to LIBOR. The FCA does not intend to sustain LIBOR through using its influence or legal powers beyond that date.

It is possible that the LIBOR administrator, IBA, and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so. However, the survival of LIBOR in its current form, or at all, is not guaranteed after 2021.

It is not possible to ascertain as at the date of this Prospectus (i) what the impact of these initiatives and the reforms will be on the determination of LIBOR in the future, which could adversely affect the value of the Notes, (ii) how such changes may impact the determination of LIBOR for the purposes of the Notes and the Swap Agreements, (iii) whether any changes will result in a sudden or prolonged increase or decrease in LIBOR rates or (iv) whether such changes will have an adverse impact on the liquidity or the market value of the Notes and the payment of interest thereunder.

USE OF PROCEEDS

The aggregate proceeds of the offering of the Notes will be used by the Note Issuer to purchase the Bonds from the Bond Issuer on the Closing Date.

The Bond Issuer will use the proceeds of the issuance of the Bonds to the Note Issuer (having converted such proceeds into Korean Won under the Swap Agreements) to purchase the Investor Interest from the Trustee.

The Originator will bear the expenses of the issuance of the Notes and will use the net proceeds from the entrustment of the Accounts to the Trustee to repay existing indebtedness and for general corporate purposes.

SUMMARY OF PROVISIONS RELATING TO NOTES IN GLOBAL FORM

The Notes will be initially in the form of Global Notes which are deposited on or around the Closing Date with the Common Depositary for Euroclear and Clearstream.

The Global Notes will become exchangeable in whole, but not in part, for Notes in definitive certificated form ("**Definitive Note Certificates**") in minimum denominations of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof (in respect of Class A1 Notes) and in minimum denominations of SGD250,000 and integral multiples of SGD2,000 in excess thereof (in respect of Class A2 Notes), at the request of the holder of the relevant Global Note against presentation and surrender of such Global Note to the Principal Paying Agent if either Euroclear or Clearstream is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so (an "**Exchange Event**").

Whenever a Global Note is to be exchanged for Definitive Note Certificates, the Note Issuer will procure the prompt delivery (free of charge to the holder) of such Definitive Note Certificates, duly authenticated and with coupons and talons attached, in an aggregate principal amount equal to the principal amount of the relevant Global Note to the holder of the relevant Global Note against the surrender of the relevant Global Note at the Specified Office of the Principal Paying Agent within 30 days of the occurrence of the relevant Exchange Event.

In addition, the Global Notes will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Notes. The following is a summary of certain of those provisions:

Payments: All payments in respect of a Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of a Global Note at the Specified Office of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Note Issuer in respect of the Notes. A record of each payment made on a Global Note, distinguishing between any payment of interest and principal will be endorsed on such Global Note by the Principal Paying Agent to which such Global Note was presented for the purpose of making such payment and such record will be *prima facie* evidence that the payment in question has been made.

Notices: Notwithstanding Note Condition 15, while any of the Notes are represented by a Global Note and the Global Note is deposited with the Common Depositary for Euroclear and Clearstream, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and Clearstream and, in any case, such notices will be deemed to have been given to the Noteholders in accordance with Condition 15 on the date of delivery to Euroclear and Clearstream.

Transfers: For so long as the Notes are represented by the Global Notes, the Notes will be transferable in accordance with the rules and procedures for the time being of Euroclear, or, as the case may be, Clearstream and the Note Issuer, the Principal Paying Agent and the Note Trustee may treat each person who is for the time being shown in the records of Euroclear or of Clearstream as the holder of a particular principal amount of the Notes (in which regard any certificate or other document issued by Euroclear or Clearstream as to the principal amount of the Notes standing to the account of any person will be conclusive and binding for all purposes) and as the holder of such principal amount of such Notes for all purposes, other than with respect to the payment of interest and repayment of principal on such Notes, the right to which will be vested solely in the holder of the relevant Global Note and in accordance with its terms.

Meetings: The holder of a Global Note will be treated as being two persons for the purposes of any quorum requirement of, or the right to demand a poll at, a meeting of holders of the relevant Notes and, at any such meeting, as having one vote in respect of each U.S.$1 principal amount or as the case may be, each SGD1 principal amount, of the Notes for which the relevant Global Note may be exchanged.

TERMS AND CONDITIONS OF THE CLASS A1 NOTES

Woori Card 2017-2 International Ltd. (the "**Note Issuer**") has issued the U.S.$150,000,000 Class A1 Floating Rate Secured Notes due 2022 (the "**Class A1 Notes**") pursuant to the resolutions of the board of directors of the Note Issuer passed on 18 October 2017 and 3 November 2017. The Class A1 Notes are constituted by a note trust deed (the "**Note Trust Deed**") dated on 9 November 2017 (the "**Closing Date**") between, *inter alios*, the Note Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Note Trustee**") and are secured by the security described below. The following terms and conditions of the Class A1 Notes are subject to the detailed provisions of the Note Trust Deed and the Note Agency Agreement.

The Class A1 Noteholders are entitled to the benefit of, agree to be bound by and are deemed to have notice of the provisions of: (a) the Note Trust Deed; (b) the note agency agreement dated on the Closing Date among, *inter alios*, The Bank of New York Mellon, London Branch (the "**Principal Paying Agent**" and the "**Reference Agent**"), The Bank of New York Mellon SA/NV, Luxembourg Branch (the "**Principal Transfer Agent**" and the "**Note Registrar**"), Walkers Fiduciary Limited (the "**Note Issuer Administrator**"), the Note Issuer and the Note Trustee (the "**Note Agency Agreement**"); (c) the note issuer administration agreement dated on or about the Closing Date among, *inter alios*, the Note Issuer Administrator and the Note Issuer (the "**Note Issuer Administration Agreement**"); (d) the pledge agreement dated on or about the Closing Date among, *inter alios*, the Bond Issuer, the Note Issuer and The Bank of New York Mellon, Seoul Branch (the "**Security Agent**") (the "**Pledge Agreement**"); (e) the security assignment dated on or about the Closing Date among, *inter alios*, the Bond Issuer, the Note Issuer and the Security Agent (the "**Security Assignment**"); (f) the equity pledge agreement dated on or about the Closing Date among, *inter alios*, Woori Card Co., Ltd., the Note Issuer and the Security Agent (the "**Equity Pledge Agreement**"); (g) the bank agreement dated on or about the Closing Date among, *inter alios*, The Bank of New York Mellon, London Branch (an "**Account Bank**"), the Note Issuer and the Note Trustee (the "**Note Issuer USD Account Bank Agreement**"); (h) the bank agreement dated on or about the Closing Date among, *inter alios*, The Bank of New York Mellon, London Branch, the Note Issuer and the Note Trustee (the "**Note Issuer SGD Account Bank Agreement**"); (i) the bond subscription and agency agreement dated on or about the Closing Date among, *inter alios*, the Bond Issuer, the Security Agent and the Note Issuer (the "**Bond Subscription and Agency Agreement**"); (j) the fee letter dated on or about the Closing Date among, *inter alios*, the Bond Issuer, The Bank of New York Mellon, Seoul Branch and The Bank of New York Mellon, London Branch (the "**BNYM Fee Letter**") (together, the "**Note Transaction Documents**"); and (j) the master schedule of definitions, interpretation and construction clauses dated 25 October 2017 signed by, *inter alios*, the Note Trustee and the Note Issuer (the "**Master Definitions Schedule**"). Copies of the Note Transaction Documents and the Master Definitions Schedule will be available for inspection at the Specified Office of the Principal Paying Agent and at the registered office of the Note Issuer.

Capitalised terms used in these terms and conditions of the Class A1 Notes (the "**Class A1 Note Conditions**") and not otherwise defined herein bear the meaning ascribed to them in the Master Definitions Schedule.

1. Form, Denomination and Title

(a) ***Form and Denomination***: The Class A1 Notes are in registered form, will initially be represented by a registered global note in substantially the form set out in Schedule 3 to the Note Trust Deed (the "**Class A1 Global Note**" and a "**Global Note**") and will be issued in the amounts of U.S.$200,000 and integral multiples of U.S.$1,000 in excess thereof. A definitive note certificate (each, a "**Definitive Note Certificate**") will be issued to each Class A1

Noteholder in respect of its registered holding of Class A1 Notes in the circumstances specified in the Class A1 Global Note. Each Definitive Note Certificate will be serially numbered with an identifying number which will be recorded on the relevant Definitive Note Certificate and in the register of Noteholders (the "**Note Register**") which will be kept by the Note Registrar, in accordance with the Note Agency Agreement. Notwithstanding any other provision herein contained, so long as any of the Class A1 Notes are evidenced by a Global Note, each holder of a beneficial interest in such Class A1 Notes will be bound by, and will be deemed to have agreed to, the rules and procedures of the clearing system through which transfers of, and payments of principal of, interest on or other payments (if any) in respect of, such Class A1 Notes are made.

(b) ***Title***: Title to the Class A1 Notes will only pass by registration in the Note Register. Interests in Class A1 Notes represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or Clearstream as appropriate. The holder of any Global Note may (except as ordered by a court of competent jurisdiction or otherwise required by Law) be treated at all times by the Note Issuer, the Note Trustee and the Paying Agents as the absolute owner of that Global Note for the purposes of making payments thereon (regardless of any notice of ownership, trust or other interest therein) and none of the Note Issuer, the Note Trustee and the Paying Agents shall be liable for treating such holder. The Note Issuer, each Note Agent and the Note Trustee may deem and treat the registered holder of any Class A1 Note as the absolute owner thereof (whether or not overdue, and notwithstanding any notice of ownership, trust or any interest thereon or writing thereon or notice of any previous loss or theft thereof) for all purposes and no person will be liable for so treating the holder. In these Note Conditions, "**Class A1 Noteholder**" and (in relation to a Class A1 Note) "**Holder**" means the person in whose name a Class A1 Note is registered.

(c) ***Transfers***: If Definitive Note Certificates have been issued, subject to Note Conditions 1(f) and (g), a Class A1 Note may be transferred by depositing the Definitive Note Certificate issued in respect of that Class A1 Note, with the form of transfer on the back duly completed and signed by the holder or his attorney duly authorised in writing, at the Specified Office of the Note Registrar or any of the Transfer Agents.

(d) ***Delivery of Definitive Note Certificates***: Each new Definitive Note Certificate to be issued upon a transfer of Class A1 Notes will, within ten business days of receipt by the Note Registrar or, as the case may be, any relevant Transfer Agent of the form of transfer, be made available for collection at the Specified Office of the Note Registrar or such relevant Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder entitled to the Class A1 Notes (but free of charge to the holder and at the Note Issuer's expense) to the address specified in the form of transfer. The form of transfer is available at the specified office of each Note Agent.

Where only some of the Class A1 Notes in respect of which a Definitive Note Certificate is issued are to be transferred or redeemed, a new Definitive Note Certificate in respect of the Class A1 Notes not so transferred or redeemed will, within ten business days of deposit or surrender of the original Definitive Note Certificate with or to the Note Registrar or any relevant Transfer Agent, be made available for collection at the Specified Office of the Note Registrar or such relevant Transfer Agent or, of so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder of the Class A1 Notes not so transferred or redeemed (but free of charge to the holder and at the Note Issuer's expense) to the address of such holder appearing on the Note Register.

For the purposes of this Note Condition 1, "**business day**" means any day on which banks are open for business in the place of the Specified Office of the Note Registrar or the Transfer Agent with whom a Definitive Note Certificate is deposited in connection with a transfer.

(e) ***Registration of Definitive Note Certificates***: Registration of a transfer of Class A1 Notes will be effected without charge by or on behalf of the Note Issuer or the Note Registrar, but upon payment (or the giving of such indemnity as the Note Issuer or the Note Registrar may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to it.

(f) ***Closed Period***: No Class A1 Noteholder may require the transfer of a Class A1 Note to be registered during the period of ten days ending on the due date for any payment of any amount on the Notes.

(g) ***Note Agency Agreement***: All transfers of Class A1 Notes and entries on the Note Register will be made in accordance with the provisions of the Note Agency Agreement and the detailed regulations concerning transfer of Class A1 Notes as set forth in Schedule 2 to the Note Agency Agreement. The regulations may be changed by the Note Issuer, with the prior written approval of the Transfer Agents, the Majority Investor and the Note Trustee. A copy of the current regulations will be delivered (free of charge) by the Note Registrar to any Class A1 Noteholder who may request it.

2. Status and Security

(a) ***Status***: The Class A1 Notes constitute direct, general, limited recourse, unconditional and unsubordinated obligations of the Note Issuer, secured in accordance with the provisions of the Note Trust Deed, as described above. The Class A1 Notes will at all times rank *pari passu* among themselves and with the Class A2 Notes (as defined below) and at least *pari passu* with all other present and future, direct, general, unsubordinated and unsecured obligations of the Note Issuer, save for such obligations as may be preferred by provisions of Law that are both mandatory and of general application.

"**Class A2 Notes**" means the SGD204,000,000 Class A2 1.91 per cent. Secured Notes due 2022 issued pursuant to the resolutions of the board of directors of the Note Issuer passed on 18 October 2017 and 3 November 2017 and the Note Trust Deed and "**Class A2 Noteholders**" means the holders of the Class A2 Notes.

(b) ***Security***: The obligations of the Note Issuer to the Class A1 Noteholders and the Class A2 Noteholders under the Class A1 Notes and the Class A2 Notes are secured pursuant to the provisions of the Note Trust Deed. Under the Note Trust Deed, the Note Issuer has:

(i) assigned by way of first fixed security in favour of the Note Trustee all its rights, title, interest and benefit (present and future, actual and contingent) in, to and under the Note Subscription Agreement and each Note Transaction Document (including, without limitation, the Pledge Agreement, the Security Assignment and the Equity Pledge Agreement) to which it is a party, including in each case, without limitation, all its rights to receive payment of any amounts which may become payable to the Note Issuer (in its capacity as Note Issuer or Bondholder) thereunder and all payments received by the Note Issuer (in its capacity as Note Issuer or Bondholder) thereunder, its security interest in the Bond Issuer Property and the Equity Pledge Assets created by the Pledge Agreement, the

Security Assignment and the Equity Pledge Agreement, all rights to serve notices and/or make demands thereunder and/or to take such action as is required to cause payments to become due and payable thereunder, all rights of action in respect of any breach thereof, and all rights to claim and receive damages or obtain other relief in respect thereof;

(ii) charged by way of first fixed charge in favour of the Note Trustee all its rights, title, interest and benefit (present and future, actual and contingent) in and to all sums of money which may now be or hereafter are from time to time standing to the credit of the Note Issuer Accounts and any other bank account (other than the bank account referred to in sub-paragraph (v) below) in which the Note Issuer may at any time acquire any rights, title, interest or benefit, together with all interest accruing from time to time thereon and the debts represented thereby;

(iii) assigned by way of first fixed security in favour of the Note Trustee all its rights, title, interest and benefit (present and future, actual and contingent) in, to and under the Bonds and all other contracts, deeds and documents, present and future, to which the Note Issuer is or may become a party;

(iv) charged and agreed to charge by way of first fixed security in favour of the Note Trustee all its rights, title, interest and benefit (present and future, actual and contingent) in and to all other assets and property that it has acquired or may acquire (other than the proceeds of the Note Issuer's share capital, the transaction fee payable to the Note Issuer by the Bond Issuer and the bank account where such amounts are deposited); and

(v) charged by way of first floating charge to the Note Trustee the whole of its undertaking and all of its property and assets, whatsoever and wheresoever situate, present and future (other than the proceeds of the Note Issuer's share capital, the transaction fee payable to the Note Issuer by the Bond Issuer and the bank account where such amounts are deposited) to the extent not otherwise effectively charged by way of fixed charge or otherwise effectively assigned as security as described above.

The Note Trustee (in its capacity as trustee for the benefit of the Noteholders and in its individual capacity), the Class A1 Noteholders, the Class A2 Noteholders, the Note Agents, the Majority Investor and the Note Issuer Administrator (together, the "**Note Secured Parties**") have, through the Note Trustee, the benefit of the above described security interests to secure sums due to each of them pursuant to the Notes and the Note Transaction Documents to which they are a party.

The Note Secured Parties have the benefit of the security given by the Note Issuer to the Note Trustee pursuant to the Note Trust Deed.

(c) ***Priority***: Payments on the Class A1 Notes during the Revolving Period, the Controlled Amortisation Period, the Early Amortisation Period or following a Note Enforcement Date shall be applied by the Note Trustee in accordance with the provisions of Clause 8 of the Note Trust Deed.

3. Interest

(a) ***Accrual of Interest***: The Class A1 Notes shall bear interest from and including the Closing Date in accordance with this Note Condition 3. Interest will cease to accrue on each Class A1 Note from the due date for redemption thereof unless, upon due presentation of such Class A1 Note, payment of principal is improperly withheld or refused or default is otherwise made in payment thereof. In such event, interest will continue to accrue in accordance with this Note Condition 3 (both before and after judgment in respect thereof is obtained) up to, but excluding, the date on which, upon further presentation thereof, payment in full of the relevant amount is made or (if earlier) the seventh day after the date upon which notice is duly given to the Holder of such Class A1 Note (in accordance with Note Condition 15) that, upon further presentation thereof being duly made, such payment will be made; *provided that* such payment is in fact made.

(b) ***Note Payment Dates and Interest Periods***: Interest will be payable on the Class A1 Notes monthly in arrear on the 26th day of each month or, if such day is not a Business Day, the next succeeding Business Day unless that day falls in the next calendar month, in which case the first preceding day which is a Business Day (each, a "**Note Payment Date**") commencing in December 2017. Interest on the Class A1 Notes will be payable by reference to successive interest periods (each, an "**Interest Period**"). The initial Interest Period will commence on (and include) the Closing Date and end on (but exclude) the initial Note Payment Date. Each successive Interest Period will commence on and include a Note Payment Date and end on (but exclude) the next succeeding Note Payment Date.

(c) ***Note Rate of Interest***: The rate of interest (the "**Note Rate of Interest**") payable in respect of the Class A1 Notes in respect of an Interest Period will be the sum of:

(i) the Floating Rate (as defined in the Class A1 Swap Agreement) in respect of the relevant Interest Period as determined by the Class A1 Calculation Agent in accordance with the provisions of the Class A1 Swap Agreement; and

(ii) a margin of 0.55 per cent. per annum.

If the Class A1 Calculation Agent fails to determine the Floating Rate following the termination of the Class A1 Swap Agreement, the Reference Agent may determine such Floating Rate and cause such rate determined by it to be notified by electronic transmission to the Transaction Administrator and such determinations and/or calculations made by the Reference Agent shall be deemed to have been made by the Class A1 Calculation Agent.

(d) ***Determination of Interest Amounts***: The Reference Agent will, as soon as practicable after the Interest Determination Date in relation to each Interest Period, calculate the amount of interest (the "**Note Interest Amount**") payable in respect of the Class A1 Notes for such Interest Period. The Note Interest Amount will be calculated by applying the Note Rate of Interest for such Interest Period to the Principal Amount Outstanding of such Class A1 Note as at the first day of such Interest Period, multiplying the product by the actual number of days elapsed in such Interest Period divided by 360 and rounding the resulting figure to the nearest cent (half a cent being rounded upwards). For the purposes of this Note Condition 3, "**Interest Determination Date**" means, in relation to an Interest Period, the day which is two London banking days before the first day of such Interest Period.

(e) ***Publication***: The Reference Agent will cause each Note Rate of Interest and Note Interest Amount determined by it, together with the relevant Note Payment Date, to be notified by electronic transmission to the Note Issuer, the Paying Agents, the Note Trustee, the Security Agent, the Transaction Administrator, the Class A1 Swap Provider, the Rating Agency and the Majority Investor as soon as practicable after such determination but in any event not later than two Business Days after the relevant Interest Determination Date. Notice thereof shall also promptly be given to the Class A1 Noteholders in accordance with Note Condition 15. The Reference Agent will be entitled to recalculate any Note Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

(f) ***Certificates to be Final***: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Note Condition 3 by the Reference Agent will (in the absence of manifest error) be binding on the Transaction Administrator, the Class A1 Swap Provider, the Note Issuer, the Note Agents and the Class A1 Noteholders and (subject as aforesaid) no liability to any such person will attach to the Reference Agent or (in the circumstances referred to in paragraph (g) below) the Principal Paying Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(g) ***Failure of Reference Agent***: If the Reference Agent fails at any time to determine a Note Rate of Interest or to calculate a Note Interest Amount as aforesaid, the Principal Paying Agent may determine such Note Rate of Interest and such determinations and/or calculations made by the Principal Paying Agent shall be deemed to have been made by the Reference Agent.

(h) ***Limited Recourse***: The Note Issuer's liability to make payments in respect of interest on the Class A1 Notes may only be satisfied in accordance with Note Condition 17.

4. Amortisation and Redemption

(a) ***Redemption on Maturity***: Unless previously redeemed in full, the Note Issuer will redeem the Class A1 Notes, to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed in full on the Note Payment Date falling in February 2021 (the "**Note Expected Maturity Date**") at the Class A1 Note Redemption Amount as at such date. The "**Class A1 Note Redemption Amount**" means, on any date, an amount equal to the Principal Amount Outstanding of the Class A1 Notes as at such date plus accrued and unpaid interest thereon to, but excluding, such date.

If insufficient funds are available to redeem the Class A1 Notes at the Class A1 Note Redemption Amount on the Note Expected Maturity Date, the Note Issuer will continue to make payments of principal and interest on the Class A1 Notes on each succeeding Note Payment Date to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed until the Class A1 Notes have been redeemed in full at the Class A1 Note Redemption Amount or until the Note Payment Date falling in February 2022 (the "**Note Legal Maturity Date**") on which date the Note Issuer will redeem the Class A1 Notes in full at the Class A1 Note Redemption Amount as at such date.

(b) ***Revolving Period***: During the Revolving Period, no principal in respect of the Class A1 Notes will be paid.

(c) ***Controlled Amortisation Period***: On each Note Payment Date following a Trust Distribution Date relating to a Collection Period that falls in the Controlled Amortisation Period, principal in respect of the Class A1 Notes shall be paid in the following scheduled instalments (each, a "**Scheduled Amortisation Amount**").

Note Payment Date falling in:	Scheduled Amortisation Amounts
	(U.S.$)
September 2020	25,000,000
October 2020	25,000,000
November 2020	25,000,000
December 2020	25,000,000
January 2021	25,000,000
February 2021	25,000,000

(d) ***Early Amortisation Period***: On each Note Payment Date following a Trust Distribution Date that falls in the Early Amortisation Period, or on or after the Enforcement Date principal in respect of the Class A1 Notes and the Class A2 Notes shall be repaid, to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed, in an aggregate principal amount equal to the aggregate Principal Amount Outstanding of the Class A1 Notes and the Class A2 Notes as at such date, until the Class A1 Notes and the Class A2 Notes have been redeemed in full at the Class A1 Note Redemption Amount and the Class A2 Note Redemption Amount (as defined in the terms and conditions of the Class A2 Notes), respectively.

(e) ***Mandatory Redemption***: Upon receipt of a Bond Redemption Notice from the Bond Issuer, the Note Issuer shall redeem the Class A1 Notes and the Class A2 Notes in whole at the Class A1 Note Redemption Amount and the Class A2 Note Redemption Amount (as defined in the terms and conditions of the Class A2 Notes), respectively, to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed, on the next succeeding Note Payment Date.

(f) ***No Purchase by Note Issuer***: The Note Issuer will not be permitted to purchase any of the Class A1 Notes.

(g) ***Cancellation***: All Class A1 Notes redeemed in full will be cancelled by the Paying Agents or the Note Registrar to whom such Class A1 Notes are presented for redemption or surrender, and may not be resold or reissued. The Paying Agents will destroy the cancelled Definitive Note Certificates in its possession unless otherwise instructed by the Note Issuer.

5. Payments

(a) ***Payments***: Payments of principal and interest on the Class A1 Notes will be made to the person in whose name the Class A1 Note is registered in the Note Register (or to the first-named of joint holders) by electronic funds transfer to the registered account of each Class A1 Noteholder or by cheque; *provided that* the Principal Paying Agent shall have received the required funds in full from the Note Issuer in accordance with the terms of the Note Agency Agreement. If Definitive Note Certificates have been issued, payments of the final payments of the final amount due in respect of principal will only be made upon evidence of delivery of

the Definitive Note Certificates to a Paying Agent. So long as any Class A1 Notes are evidenced by a Global Note, payments of principal and interest in respect thereof will be made in accordance with the rules and procedures of the Principal Paying Agent, or the relevant clearing system, as the case may be, from time to time in effect.

(b) ***Registered Account and Registered Address***: For the purposes of this Note Condition 5, a Class A1 Noteholder's "registered account" means the U.S. dollar account maintained by or on behalf of it, details of which appear on the Note Register at the close of business on the record date which is the Clearing System Business Day immediately prior to the due date for payment, where "**Clearing System Business Day**" means Monday to Friday (inclusive) in each week except 25th December and 1st January, and a Class A1 Noteholder's "registered address" means its address appearing on the Note Register at that time.

(c) ***Payments Subject to Fiscal Laws***: All payments in respect of the Class A1 Notes are subject in all cases to any applicable fiscal or other laws and regulations.

(d) ***Business Day***: Where payment is to be made by electronic funds transfer to a Class A1 Noteholder's registered account, payment instructions (for value on the due date or, if that date is not a Business Day, for value on the next Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed on the due date for payment (or if that date is not a Business Day, on the next Business Day) or, in the case of a payment of the final amount due in respect of principal on the relevant Class A1 Note, on the Business Day on which the relevant Definitive Note Certificate is surrendered at the Specified Offices of the Paying Agents or the Note Registrar.

(e) ***No Payment for Delay***: Class A1 Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount:

(i) if the Class A1 Noteholder is late in surrendering its Definitive Note Certificate (if required to do so);

(ii) if a cheque mailed in accordance with paragraph (d) above arrives after the due date for payment; or

(iii) if the due date is not a Business Day.

(f) ***Unpaid Amount***: If the amount of principal or interest, if any, which is due on the Class A1 Notes is not paid in full, the Note Registrar will annotate the Note Register with a record of the amount of principal or interest, if any, in fact paid.

(g) ***Specified Offices of Paying Agents and Note Registrar***: The initial Paying Agents and the initial Note Registrar and their respective initial Specified Offices are set out at the end of each Definitive Note Certificate. The Note Issuer may, subject to the provisions of the Note Transaction Documents, vary or terminate the appointment of any of the Paying Agents or of any other Note Agent and appoint additional or other Note Agents. Notice of any such termination or appointment and of any changes in their Specified Offices will be given to the Class A1 Noteholders in accordance with Note Condition 15.

(h) ***Partial Payments***: If a Paying Agent makes a partial payment in respect of any Class A1 Note, the Note Issuer shall procure that the amount and date of such payment are noted on the Note Register and, in the case of partial payment upon presentation of a Definitive Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Definitive Note Certificate.

6. Covenants

The Note Issuer will covenant in the Note Trust Deed that other than as set out in the Note Transaction Documents or with the consent in writing of the Majority Investor, and until the later of (i) the Release Date and (ii) the first date on which all amounts payable in respect of the Class A1 Notes have been paid in full, it shall, *inter alia*:

(a) not engage in any activity or do anything whatsoever except:

(i) enter into and perform its obligations under the Transaction Documents, the Class A1 Notes and any agreements contemplated by any of the foregoing;

(ii) enforce any of its rights, whether under any of the documents referred to in sub-paragraph (i) above or otherwise;

(iii) at all times comply with any direction given by the Note Trustee or the Majority Investor pursuant to the Transaction Documents; and

(iv) perform any act incidental to or necessary in connection with the above paragraphs;

(b) not create any mortgage, charge, pledge, other security interest or Liens, except those security interests contemplated in the Note Trust Deed;

(c) not have any subsidiaries (other than in connection with the substitution of the principal debtor under the Class A1 Notes as described in the Note Trust Deed);

(d) not, subject to paragraphs (a) and (b) above, dispose of or otherwise deal with any of its property or other assets or any part thereof or interest therein (including without limitation its rights in respect of the agreements referred to in Clauses 5.2(a)(i) and (iii) of the Note Trust Deed);

(e) not pay any dividend or make any other distribution to its shareholders;

(f) not issue any shares (other than such equity as is already in issue on the Closing Date);

(g) not purchase, own, lease or otherwise acquire any real property (including office premises or like facilities) and/or movable property (including securities (other than Eligible Investments));

(h) not consent to any variation of, or exercise any powers of consent or waiver pursuant to, the Class A1 Notes, the Note Transaction Documents, the Note Subscription Agreement, or any other agreement relating to the issue of the Class A1 Notes or any related transactions;

(i) not consolidate or merge with any other legal entity or convey or transfer its properties or assets substantially as an entirety to any Person or legal entity or commingle assets with those of any other entity;

(j) not amend or alter its constitutive documents;

(k) not exercise any voting rights in respect of any Class A1 Notes held or beneficially owned by it;

(l) not take any action permitting the Note Security not to constitute a valid first priority security interest over the Note Secured Property;

(m) not open or have an interest in any account whatsoever with any bank or other financial institution (other than the Note Issuer Accounts and the account referred to in Note Condition 2(b)(v)); and

(n) not have any employees.

7. Taxation

All payments of principal and interest in respect of the Class A1 Notes by the Note Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any authority in any applicable jurisdiction having power to tax, unless such withholding or deduction is required by Law. If any such withholding or deduction is required by Law, the Note Issuer or the Paying Agents (as the case may be) shall make such payments in accordance with Note Condition 5 after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Note Issuer nor any of the Paying Agents will be obliged to make any additional payments to the holders of the Class A1 Notes in respect of such withholding or deduction.

8. Note Events of Default

The Note Trustee shall, upon the written instructions of the Majority Investor, (subject to being indemnified, pre-funded and/or secured to its satisfaction) promptly give notice (a "**Note Enforcement Notice**") to the Note Issuer (a copy of which shall be sent by the Note Trustee to the Swap Providers) at any time on or after the occurrence of any of the following events (each, a "**Note Event of Default**"), declaring the Notes to be immediately due and repayable, whereupon the Class A1 Notes and the Class A2 Notes shall accordingly immediately become due and repayable at the Class A1 Note Redemption Amount and the Class A2 Note Redemption Amount, respectively, without any further action or formality:

(a) default is made in the repayment of the outstanding principal amount of either the Class A1 Notes or the Class A2 Notes on the Note Legal Maturity Date or in the payment of any interest in respect of either the Class A1 Notes or the Class A2 Notes and such default continues for three Business Days;

(b) default is made by the Note Issuer in the performance or observance of any material obligation, condition or provision binding on it under the Transaction Documents to which it is a party (other than any obligation for the payment of any principal or interest on the Notes) and, except where such default is not capable of remedy, such default continues for 30 days after written notice delivered by the Note Trustee or the Majority Investor to the Note Issuer;

(c) an order is made by any competent court or an effective resolution is passed for the winding-up or dissolution of the Note Issuer;

(d) (i) the Note Issuer stops payment of its debts (within the meaning of any applicable bankruptcy Law), or is unable to pay its debts as and when they fall due; or

(ii) the Note Issuer ceases or, through an official action of the board of directors, or meeting of the shareholders, of the Note Issuer, threatens to cease, to carry on all or any substantial part of its business;

(e) proceedings are initiated against the Note Issuer under any applicable liquidation, insolvency, composition, re-organisation or other similar laws including, for the avoidance of doubt, presentation to the court of an application for an administration order, or an administrative receiver or other receiver, administrator or other similar official is appointed in relation to the Note Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Note Issuer or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of the Note Issuer or a distress, execution, attachment, sequestration, diligence or other process is levied, enforced upon, sued out or put in force against the whole or any substantial part of the undertaking or assets of the Note Issuer and, in any of the foregoing cases, it shall not be discharged, annulled or withdrawn within 14 days;

(f) the Note Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally (or any class of its creditors) or enters into an arrangement or composition with its creditors generally (or any class of its creditors);

(g) any representation or warranty made by the Note Issuer in any of the Transaction Documents proves to be incorrect or misleading in any material respect when made;

(h) one or more final judgments from a court from which no further appeal or judicial review is permissible under applicable law are awarded against the Note Issuer in an aggregate amount in excess of U.S.$10,000; or

(i) any decree, resolution, authorisation, approval, consent, filing, registration or exemption necessary for the execution and delivery of any of the Notes on behalf of the Note Issuer and the performance of the Note Issuer's obligations under any of the Notes or any of the Transaction Documents is withdrawn or modified or otherwise ceases to be in full force and effect, or it is unlawful for the Note Issuer to comply with, or the Note Issuer contests the validity or enforceability of or repudiates, any of its obligations under the Notes, the Note Trust Deed or any of the other Transaction Documents.

The Note Issuer shall provide written confirmation to the Note Trustee and the Majority Investor on each anniversary of the Closing Date that, as far as it is aware, no Note Event of Default or other matter which is required to be brought to the attention of the Note Trustee or the Majority Investor has occurred.

9. Enforcement

(a) ***Enforcement Proceedings***: The Note Trustee:

(i) shall (upon the written instructions of the Majority Investor) take such proceedings and/or other action as it may think fit against the Note Issuer or any other person to enforce its obligations under the Notes and the other Note Transaction Documents and, after the Note Security has become enforceable, take such action as it may think fit to enforce the Note Security; and

(ii) shall not be bound to take any such proceedings or action or give any such directions as are referred to in sub-paragraph (i) above, unless the Note Trustee is indemnified, pre-funded and/or secured to its satisfaction.

(b) ***Limitation on Class A1 Noteholders***: Enforcement of the Note Security shall be the only remedy against the Note Issuer available to the Note Trustee for the repayment of any sums due in respect of the Class A1 Notes and Class A2 Notes. No Class A1 Noteholder or holder of the Class A2 Notes shall be entitled to proceed directly against the Note Issuer or enforce the Note Security unless the Note Trustee, having become bound so to enforce the Note Security, fails to do so within a reasonable period and such failure shall be continuing.

(c) ***Following Note Enforcement Notice***: Following the service of a Note Enforcement Notice, all amounts received by the Note Trustee under this Note Condition 9 shall be applied in accordance with Clause 8 of the Note Trust Deed.

(d) ***Majority Investor***: Subject always to the provisions of these Note Conditions and the Note Transaction Documents:

(i) the Note Trustee has agreed to exercise its rights in relation to the Note Secured Property (except the Note Trustee Excluded Rights) in accordance with the written instructions of the Majority Investor and the provisions of Clause 16.11 of the Note Trust Deed; and

(ii) the Majority Investor shall have the sole right, power and authority (and none of the other Note Secured Parties shall have such right, power or authority) to control and/or direct and/or veto any actions or inactions of the Note Trustee and to direct the exercise of any of the rights of the Note Secured Parties (other than in relation to the Note Trustee Excluded Rights) and to waive any breach by any party under any Note Transaction Document or the occurrence of an Early Amortisation Event or a Note Event of Default.

10. Indemnification of the Note Trustee

(a) ***Indemnity***: Subject to the provisions of the Transaction Documents, the Note Trustee is entitled to be indemnified by the Bond Issuer and the Note Issuer on a joint and several basis and relieved from responsibility and from taking enforcement proceedings or enforcing or directing enforcement of the Note Security unless indemnified, pre-funded and/or secured to its satisfaction (subject to the provisions of the Note Trust Deed).

(b) ***Business Transactions***: The Note Trustee and any of its affiliates is entitled to enter into business transactions with any of the Note Secured Parties or any other person without accounting to the Class A1 Noteholders for any profit resulting therefrom.

(c) ***Note Trustee not Responsible for Loss***: The Note Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of, *inter alia*, the Note Trust Deed or any deeds or documents relating thereto or to the Class A1 Notes being held by any banker, banking company or any company whose business includes undertaking the safe custody of deeds or documents or with any lawyer or firm of lawyers on behalf of the Note Trustee.

(d) ***Note Agents not Agents of Class A1 Noteholders***: In acting under the Note Agency Agreement and in connection with the Class A1 Notes, the Note Agents act solely as agents of the Note Issuer and (to the extent provided therein) the Note Trustee and do not assume any obligations towards or relationships of agency or trust with or for any of the Class A1 Noteholders.

11. Meetings of Noteholders

The Note Trust Deed contains provisions for convening meetings of the Noteholders (and the Class A1 Noteholders) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Note Conditions or the provisions of any of the Note Transaction Documents.

The quorum at any meeting of Noteholders or, as the case may be, Class A1 Noteholders for passing an Extraordinary Resolution shall be one or more persons being or representing Noteholders or, as the case may be, Class A1 Noteholders holding at least 66.66 per cent. of the then Principal Amount Outstanding of the Notes or, as the case may be, the Class A1 Notes or, at any adjourned meeting, one or more persons being or representing Noteholders or, as the case may be, Class A1 Noteholders whatever the aggregate Principal Amount Outstanding of the Notes or, as the case may be, Class A1 Notes so held or represented by such persons(s), except that, at any meeting the business of which is:

(i) to change any date fixed for payment of principal or interest in respect of the Notes or the Class A1 Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or the Class A1 Notes or to alter the method of calculating the amount of any payment in respect of such Notes or Class A1 Notes on redemption or maturity or the date for any such payment;

(ii) to effect the exchange or sale of the Notes or the Class A1 Notes for or the conversion of such Notes or Class A1 Notes into or the cancellation of the Notes or Class A1 Notes in consideration of shares, stock, notes, bonds and/or other obligations and/or securities of the Note Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash;

(iii) to change the currency in which amounts due in respect of the Notes or the Class A1 Notes are payable;

(iv) to change the quorum required at any meeting of the Noteholders or the Class A1 Noteholders or the majority required to pass an Extraordinary Resolution;

(v) to amend paragraph 5.2 of Schedule 1 to the Note Trust Deed or the provisos to paragraph 6 of Schedule 1 to the Note Trust Deed, Clause 8 of the Note Trust Deed or this Note Condition 11;

(vi) to alter the priority of the Note Security or the priority of the application of any proceeds of enforcement of the Note Security under the Note Trust Deed; or

(vii) to modify the provisions of paragraphs (b), (c) or (d) of Note Condition 9, the definition of "Majority Investor" set out in the Master Definitions Schedule or any other provision which has the effect of restricting or limiting the rights of the Note Trustee to take any action under or in connection with these Note Conditions or any Note Transaction Document or to give any notice, consent or approval for the purposes of these Note Conditions or any Note Transaction Documents, unless in any such case, in the opinion of the Note Trustee, such modification would not be materially prejudicial to the interests of the Noteholders; *provided that* no such modification shall have any effect unless made with the written consent of the Note Trustee,

(each, a "**Basic Terms Modification**"), such resolution shall be an Extraordinary Resolution, and the necessary quorum for passing such resolution shall be one or more persons being or representing Noteholders or, as the case may be, Class A1 Noteholders holding at least 66.66 per cent. of the then Principal Amount Outstanding of the Notes or, as the case may be, the Class A1 Notes.

An Extraordinary Resolution passed at any meeting of Class A1 Noteholders shall be binding on all Class A1 Noteholders whether or not they are present at the meeting. The majority required for an Extraordinary Resolution shall be 66.66 per cent. of the votes cast on the resolution.

No Extraordinary Resolution involving a Basic Terms Modification that is passed by the Holders of the Class A1 Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the Class A2 Noteholders (to the extent that there are Class A2 Notes outstanding) or an Extraordinary Resolution of all Noteholders.

An Extraordinary Resolution to approve any matter other than a Basic Terms Modification passed at any meeting of the Holders of the Class A1 Notes shall not be effective unless:

(a) the Note Trustee is of the opinion that it will not be materially prejudicial to the interests of the Class A2 Noteholders (to the extent the Class A2 Notes are outstanding); or

(b) (to the extent that the Note Trustee is not of that opinion) it is sanctioned by an Extraordinary Resolution of the Class A2 Noteholders (to the extent that the Class A2 Notes are outstanding).

Subject as provided in the Note Trust Deed, the Note Issuer is entitled to receive notice of and to attend meetings of the Class A1 Noteholders.

12. Modification and Waivers

(a) ***Note Trustee's Power to Modify and Waive***: Subject to the conditions and qualifications set forth in the Note Trust Deed, the Note Trustee may, with the prior written consent of the Majority Investor, concur with the Note Issuer or any other relevant parties in making:

(i) any modification of these Note Conditions or any of the Note Transaction Documents (other than a Basic Terms Modification); *provided that* the Note Issuer has given prior written notice thereof to the Rating Agency and the Swap Providers; or

(ii) any waiver or authorisation of any breach or proposed breach of these Note Conditions or any of the Note Transaction Documents; *provided that* the Note Issuer has given prior written notice thereof to the Rating Agency and the Swap Providers;

provided that subject to the conditions and qualifications set forth in the Note Trust Deed, the Note Trustee shall, if instructed in writing by the Majority Investor, concur with the Note Issuer or any other relevant parties in making any such modification, waiver or authorisation.

Any such modification, waiver or authorisation shall be binding on all Class A1 Noteholders and each other Note Secured Party and, if the Note Trustee so requires, notice thereof shall be given by the Note Issuer to the Class A1 Noteholders in accordance with Note Condition 15 as soon as practicable thereafter.

(b) ***Note Trustee not Liable for Consequences***: Subject to the provisions of the Note Trust Deed, where the Note Trustee is required in connection with the exercise of its powers, trusts, authorities, duties and discretions to have regard to the interests of the Class A1 Noteholders, it shall not have regard to, or be in any way liable for, the consequences of such exercise for individual Class A1 Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. In connection with any such exercise, the Note Trustee shall not be entitled to require, and no Class A1 Noteholder shall be entitled to claim, from the Note Issuer or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Class A1 Noteholders.

13. Replacement of Definitive Note Certificates

If any Definitive Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Note Registrar (the "**Replacement Agent**") upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Note Issuer and/or the Replacement Agent may reasonably require. Mutilated or defaced Definitive Note Certificates must be surrendered to the Note Registrar before replacements will be issued.

14. Substitution of Principal Debtor

The Note Trustee may agree to the substitution of any person in place of the Note Issuer as principal debtor under the Note Transaction Documents and the Class A1 Notes; *provided that* prior written notice has been given to the Rating Agency and *provided further that* any such substitution shall be binding on the Class A1 Noteholders. Such substitution shall be subject to the relevant provisions of the Note Trust Deed and to such amendments thereof as the Note Trustee may deem appropriate.

15. Notices

All notices to Class A1 Noteholders will be valid if mailed to them at their respective addresses in the Note Register maintained by the Note Registrar and, for so long as the Class A1 Notes are listed on the SGX-ST, by publication on the website of the SGX-ST. Any such notice shall be deemed to have been given on the seventh day after being so mailed or on the date of publication.

For so long as any of the Class A1 Notes are represented by a Global Note and such Global Note is held on behalf of Euroclear and/or Clearstream, notices to Class A1 Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream (as the case may be) for communication to the relevant accountholders. So long as the Class A1 Notes are listed on the SGX-ST, notices will also be published by publication on the website of the SGX-ST or otherwise in accordance with the foregoing paragraph.

A copy of each notice given in accordance with this Note Condition 15 shall be provided to the Rating Agency by the Note Trustee and, for long as the Class A1 Notes are listed on the SGX-ST, to the SGX-ST.

The Note Trustee shall be at liberty to approve an alternative method of giving notice to Class A1 Noteholders if, in its opinion, such alternative method is reasonable having regard to market practice then prevailing and to the requirements of the SGX-ST and provided that notice of such other method is given to the Class A1 Noteholders in such manner as the Note Trustee shall require.

16. Prescription

Claims for payment of principal and interest will not be enforceable unless a Class A1 Note is presented for payment within a period of ten years in respect of principal, or five years in respect of interest, from the payment dates relating thereto.

17. Limited Recourse and No Petition

(a) ***Limited Recourse***: The Class A1 Noteholders agree that, notwithstanding the covenant in Clause 3.1 of the Note Trust Deed in respect of payment of the Note Issuer Obligation, any other provision of the Note Trust Deed or any other Note Transaction Document which imposes on the Note Issuer an obligation at any time to make any payment to any Class A1 Noteholder, the rights of recourse of the Class A1 Noteholders against the Note Issuer, and the liability of the Note Issuer, shall be limited to the amounts from time to time available in accordance with, and in the order of priorities set out in the Note Trust Deed. Accordingly, no Class A1 Noteholder shall have any claim or recourse against the Note Issuer in respect of any amount which is or remains, or will remain, unsatisfied when no further amounts are receivable or recoverable in respect of the Note Secured Property and all funds comprising the Note Secured Property and/or representing the proceeds of realisation thereof have been applied in accordance with the provisions of the Note Trust Deed, and any unsatisfied amounts shall be waived and extinguished; *provided that*, for the avoidance of doubt, such extinguishment shall not in any way affect the other obligations of the Note Issuer to the Class A1 Noteholders pursuant to any other Note Transaction Documents.

(b) ***No Petition***: Each Class A1 Noteholder further undertakes to the Note Issuer that it will not petition a court for, or take any other action or commence any proceedings for, the liquidation, winding-up or reorganisation of the Note Issuer, or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator or similar officer of the Note Issuer or of all or any of the Note Issuer's revenues and assets, until one year and a day after the unconditional and irrevocable payment and discharge in full of all sums outstanding and owing in respect of the Notes and all other Note Issuer Obligations; *provided that*, nothing in this paragraph (b) shall:

(i) prevent the Note Trustee (acting on the written instructions of the Majority Investor) from initiating any such action as aforesaid for the purpose of enforcing the Note Issuer Obligations or from obtaining a declaratory judgment as to the obligations of the Note Issuer under the Note Transaction Documents owed to any Class A1 Noteholder (*provided that* no action is taken to enforce or implement such judgment); or

(ii) prevent any Class A1 Noteholder to the Note Transaction Documents from lodging a claim in any action as aforesaid which is initiated by any Person (other than the Note Trustee acting on the written instructions of the Majority Investor).

18. Provision of Documents

Each Noteholder (which for the purpose of this Note Condition 18 shall include any beneficial owner of an interest in a Note) shall timely furnish the Note Issuer, the Note Trustee, or any other authorised delegate thereof any U.S. federal income tax form or certification (such as IRS Form W-9 (Request

for Taxpayer Identification Number and Certification), IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individual)), IRS Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)), IRS Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting), IRS W-8EXP (Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting), or IRS Form W-8ECI (Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States), or any successors to such forms) that the Note Issuer, the Note Trustee or the Transaction Administrator or any such delegate may reasonably request, and any documentation, agreements, certifications or information that is reasonably requested by the Note Issuer, the Note Trustee or any such delegate (a) to permit the Note Issuer, the Note Trustee, a Note Agent or any other authorised delegate thereof to make payments to it without, or at a reduced rate of, deduction or withholding, (b) to enable the Note Issuer, the Note Trustee or their respective agents to qualify for a reduced rate of withholding or deduction in any jurisdiction from or through which the Note Issuer or its agents receive payments, and (c) to enable the Note Issuer, the Note Trustee or their respective agents to satisfy reporting and other obligations under the Code, FATCA or any other law and shall update or replace such documentation and information as appropriate or in accordance with its terms or subsequent amendments, and acknowledges that the failure to provide, update or replace any such documentation or information may result in the imposition of withholding or back-up withholding upon payments to such Noteholder. Amounts withheld pursuant to applicable tax laws shall be treated as having been paid to such Noteholder by the Note Issuer. In addition, each Noteholder agrees that the Note Issuer may provide information to the IRS, the Tax Information Authority of the Cayman Islands or any other non-U.S. taxing authority regarding such Noteholder's investment in the Notes, including any information relevant to the Note Issuer's FATCA Compliance.

In this Condition 18, "**FATCA Compliance**" means compliance with FATCA as necessary so that (a) no tax, fines or other penalties will be imposed or withheld pursuant thereto in respect of payments to or for the benefit of the Note Issuer, the Note Trustee, the Transaction Administrator or their respective agents and (b) the Note Issuer can comply with an agreement entered into under section 1471(b) of the Code and/or any applicable Cayman Islands law or other Law enacted in connection with FATCA.

19. Contracts (Rights of Third Parties) Act 1999 and Trustee Act 2000

Other than the Swap Providers, no person shall have any right to enforce any term or condition of any Class A1 Note under the Contracts (Rights of Third Parties) Act 1999.

The Note Trust Deed contains provisions which have the effect of giving priority, to the extent permitted by Law, to the provisions of the Note Trust Deed over the relevant provisions of the Trustee Act 1925 and/or the Trustee Act 2000.

20. Governing Law

These Note Conditions, the Class A1 Notes and the Note Transaction Documents (other than the Note Issuer Administration Agreement), and any non-contractual obligation arising out of or in connection with them, are each governed by, and will be construed in accordance with, English Law. The Note Issuer has irrevocably submitted to the jurisdiction of the English courts for all purposes in connection with such documents and has designated a person in England to accept service of any process on its behalf.

The Note Issuer Administration Agreement is governed by and will be construed in accordance with the Laws of the Cayman Islands.

TERMS AND CONDITIONS OF THE CLASS A2 NOTES

Woori Card 2017-2 International Ltd. (the "**Note Issuer**") has issued the SGD204,000,000 Class A2 1.91 per cent. Secured Notes due 2022 (the "**Class A2 Notes**") pursuant to the resolutions of the board of directors of the Note Issuer passed on 18 October 2017 and 3 November 2017. The Class A2 Notes are constituted by a note trust deed (the "**Note Trust Deed**") dated on 9 November 2017 (the "**Closing Date**") between, *inter alios*, the Note Issuer and BNY Mellon Corporate Trustee Services Limited (the "**Note Trustee**") and are secured by the security described below. The following terms and conditions of the Class A2 Notes are subject to the detailed provisions of the Note Trust Deed and the Note Agency Agreement.

The Class A2 Noteholders are entitled to the benefit of, agree to be bound by and are deemed to have notice of the provisions of: (a) the Note Trust Deed; (b) the note agency agreement dated on the Closing Date among, *inter alios*, The Bank of New York Mellon, London Branch (the **"Principal Paying Agent**" and the "**Reference Agent**"), The Bank of New York Mellon SA/NV, Luxembourg Branch (the "**Principal Transfer Agent**" and the "**Note Registrar**"), Walkers Fiduciary Limited (the "**Note Issuer Administrator**"), the Note Issuer and the Note Trustee (the "**Note Agency Agreement**"); (c) the note issuer administration agreement dated on or about the Closing Date among, *inter alios*, the Note Issuer Administrator and the Note Issuer (the "**Note Issuer Administration Agreement**"); (d) the pledge agreement dated on or about the Closing Date among, *inter alios*, the Bond Issuer, the Note Issuer and The Bank of New York Mellon, Seoul Branch (the "**Security Agent**") (the "**Pledge Agreement**"); (e) the security assignment dated on or about the Closing Date among, *inter alios*, the Bond Issuer, the Note Issuer and the Security Agent (the "**Security Assignment**"); (f) the equity pledge agreement dated on or about the Closing Date among, *inter alios*, Woori Card Co., Ltd., the Note Issuer and the Security Agent (the "**Equity Pledge Agreement**"); (g) the bank agreement dated on or about the Closing Date among, *inter alios*, The Bank of New York Mellon, London Branch (an "**Account Bank**"), the Note Issuer and the Note Trustee (the "**Note Issuer USD Account Bank Agreement**"); (h) the bank agreement dated on or about the Closing Date among, *inter alios*, The Bank of New York Mellon, London Branch, the Note Issuer and the Note Trustee (the "**Note Issuer SGD Account Bank Agreement**"); (i) the bond subscription and agency agreement dated on or about the Closing Date among, *inter alios*, the Bond Issuer, the Security Agent and the Note Issuer (the "**Bond Subscription and Agency Agreement**"); (j) the fee letter dated on or about the Closing Date among, *inter alios*, the Bond Issuer, The Bank of New York Mellon, Seoul Branch and The Bank of New York Mellon, London Branch (the "**BNYM Fee Letter**") (together, the "**Note Transaction Documents**"); and (j) the master schedule of definitions, interpretation and construction clauses dated 25 October 2017 signed by, *inter alios*, the Note Trustee and the Note Issuer (the "**Master Definitions Schedule**"). Copies of the Note Transaction Documents and the Master Definitions Schedule will be available for inspection at the Specified Office of the Principal Paying Agent and at the registered office of the Note Issuer.

Capitalised terms used in these terms and conditions of the Class A2 Notes (the "**Class A2 Note Conditions**") and not otherwise defined herein bear the meaning ascribed to them in the Master Definitions Schedule.

1. Form, Denomination and Title

(a) ***Form and Denomination***: The Class A2 Notes are in registered form, will initially be represented by a registered global note in substantially the form set out in Schedule 3 to the Note Trust Deed (the "**Class A2 Global Note**" or a "**Global Note**") and will be issued in the amounts of SGD250,000 and integral multiples of SGD2,000 in excess thereof. A definitive note certificate (each, a "**Definitive Note Certificate**") will be issued to each Class A2

Noteholder in respect of its registered holding of Class A2 Notes in the circumstances specified in the Class A2 Global Note. Each Definitive Note Certificate will be serially numbered with an identifying number which will be recorded on the relevant Definitive Note Certificate and in the register of Noteholders (the "**Note Register**") which will be kept by the Note Registrar, in accordance with the Note Agency Agreement. Notwithstanding any other provision herein contained, so long as any of the Class A2 Notes are evidenced by a Global Note, each holder of a beneficial interest in such Class A2 Notes will be bound by, and will be deemed to have agreed to, the rules and procedures of the clearing system through which transfers of, and payments of principal of, interest on or other payments (if any) in respect of, such Class A2 Notes are made.

(b) ***Title***: Title to the Class A2 Notes will only pass by registration in the Note Register. Interests in Class A2 Notes represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or Clearstream as appropriate. The holder of any Global Note may (except as ordered by a court of competent jurisdiction or otherwise required by Law) be treated at all times by the Note Issuer, the Note Trustee and the Paying Agents as the absolute owner of that Global Note for the purposes of making payments thereon (regardless of any notice of ownership, trust or other interest therein) and none of the Note Issuer, the Note Trustee and the Paying Agents shall be liable for treating such holder. The Note Issuer, each Note Agent and the Note Trustee may deem and treat the registered holder of any Class A2 Note as the absolute owner thereof (whether or not overdue, and notwithstanding any notice of ownership, trust or any interest thereon or writing thereon or notice of any previous loss or theft thereof) for all purposes and no person will be liable for so treating the holder. In these Note Conditions, "**Class A2 Noteholder**" and (in relation to a Class A2 Note) "**Holder**" means the person in whose name a Class A2 Note is registered.

(c) ***Transfers***: If Definitive Note Certificates have been issued, subject to Note Conditions 1(f) and (g), a Class A2 Note may be transferred by depositing the Definitive Note Certificate issued in respect of that Class A2 Note, with the form of transfer on the back duly completed and signed by the holder or his attorney duly authorised in writing, at the Specified Office of the Note Registrar or any of the Transfer Agents.

(d) ***Delivery of Definitive Note Certificates***: Each new Definitive Note Certificate to be issued upon a transfer of Class A2 Notes will, within ten business days of receipt by the Note Registrar or, as the case may be, any relevant Transfer Agent of the form of transfer, be made available for collection at the Specified Office of the Note Registrar or such relevant Transfer Agent or, if so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder entitled to the Class A2 Notes (but free of charge to the holder and at the Note Issuer's expense) to the address specified in the form of transfer. The form of transfer is available at the specified office of each Note Agent.

Where only some of the Class A2 Notes in respect of which a Definitive Note Certificate is issued are to be transferred or redeemed, a new Definitive Note Certificate in respect of the Class A2 Notes not so transferred or redeemed will, within ten business days of deposit or surrender of the original Definitive Note Certificate with or to the Note Registrar or any relevant Transfer Agent, be made available for collection at the Specified Office of the Note Registrar or such relevant Transfer Agent or, of so requested in the form of transfer, be mailed by uninsured mail at the risk of the holder of the Class A2 Notes not so transferred or redeemed (but free of charge to the holder and at the Note Issuer's expense) to the address of such holder appearing on the Note Register.

For the purposes of this Note Condition 1, "**business day**" means any day on which banks are open for business in the place of the Specified Office of the Note Registrar or the Transfer Agent with whom a Definitive Note Certificate is deposited in connection with a transfer.

(e) ***Registration of Definitive Note Certificates***: Registration of a transfer of Class A2 Notes will be effected without charge by or on behalf of the Note Issuer or the Note Registrar, but upon payment (or the giving of such indemnity as the Note Issuer or the Note Registrar may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to it.

(f) ***Closed Period***: No Class A2 Noteholder may require the transfer of a Class A2 Note to be registered during the period of ten days ending on the due date for any payment of any amount on the Class A2 Notes.

(g) ***Note Agency Agreement***: All transfers of Class A2 Notes and entries on the Note Register will be made in accordance with the provisions of the Note Agency Agreement and the detailed regulations concerning transfer of Class A2 Notes as set forth in Schedule 2 to the Note Agency Agreement. The regulations may be changed by the Note Issuer, with the prior written approval of the Transfer Agents, the Majority Investor and the Note Trustee. A copy of the current regulations will be delivered (free of charge) by the Note Registrar to any Class A2 Noteholder who may request it.

2. Status and Security

(a) ***Status***: The Class A2 Notes constitute direct, general, limited recourse, unconditional and unsubordinated obligations of the Note Issuer, secured in accordance with the provisions of the Note Trust Deed, as described above. The Class A2 Notes will at all times rank *pari passu* among themselves and the Class A1 Notes (as defined below) and at least *pari passu* with all other present and future, direct, general, unsubordinated and unsecured obligations of the Note Issuer, save for such obligations as may be preferred by provisions of Law that are both mandatory and of general application.

"**Class A1 Notes**" means the U.S.$150,000,000 Class A1 Floating Rate Secured Notes due 2022 issued pursuant to the resolutions of the board of directors of the Note Issuer passed on 18 October 2017 and 3 November 2017 and the Note Trust Deed and "**Class A1 Noteholders**" shall mean the holders of the Class A1 Notes.

(b) ***Security***: The obligations of the Note Issuer to the Class A2 Noteholders and the Class A1 Noteholders under the Class A2 Notes and the Class A1 Notes are secured pursuant to the provisions of the Note Trust Deed. Under the Note Trust Deed, the Note Issuer has:

(i) assigned by way of first fixed security in favour of the Note Trustee all its rights, title, interest and benefit (present and future, actual and contingent) in, to and under the Note Subscription Agreement and each Note Transaction Document (including, without limitation, the Pledge Agreement, the Security Assignment and the Equity Pledge Agreement) to which it is a party, including in each case, without limitation, all its rights to receive payment of any amounts which may become payable to the Note Issuer (in its capacity as Note Issuer or Bondholder) thereunder and all payments received by the Note Issuer (in its capacity as Note Issuer or Bondholder) thereunder, its security interest in the Bond Issuer Property and the Equity Pledge Assets created by the Pledge Agreement, the

Security Assignment and the Equity Pledge Agreement, all rights to serve notices and/or make demands thereunder and/or to take such action as is required to cause payments to become due and payable thereunder, all rights of action in respect of any breach thereof, and all rights to claim and receive damages or obtain other relief in respect thereof;

(ii) charged by way of first fixed charge in favour of the Note Trustee all its rights, title, interest and benefit (present and future, actual and contingent) in and to all sums of money which may now be or hereafter are from time to time standing to the credit of the Note Issuer Accounts and any other bank account (other than the bank account referred to in sub-paragraph (v) below) in which the Note Issuer may at any time acquire any rights, title, interest or benefit, together with all interest accruing from time to time thereon and the debts represented thereby;

(iii) assigned by way of first fixed security in favour of the Note Trustee all its rights, title, interest and benefit (present and future, actual and contingent) in, to and under the Bonds and all other contracts, deeds and documents, present and future, to which the Note Issuer is or may become a party;

(iv) charged and agreed to charge by way of first fixed security in favour of the Note Trustee all its rights, title, interest and benefit (present and future, actual and contingent) in and to all other assets and property that it has acquired or may acquire (other than the proceeds of the Note Issuer's share capital, the transaction fee payable to the Note Issuer by the Bond Issuer and the bank account where such amounts are deposited); and

(v) charged by way of first floating charge to the Note Trustee the whole of its undertaking and all of its property and assets, whatsoever and wheresoever situate, present and future (other than the proceeds of the Note Issuer's share capital, the transaction fee payable to the Note Issuer by the Bond Issuer and the bank account where such amounts are deposited) to the extent not otherwise effectively charged by way of fixed charge or otherwise effectively assigned as security as described above.

The Note Trustee (in its capacity as trustee for the benefit of the Noteholders and in its individual capacity), the Class A2 Noteholders, the Class A1 Noteholders, the Note Agents, the Majority Investor and the Note Issuer Administrator (together, the "**Note Secured Parties**") have, through the Note Trustee, the benefit of the above described security interests to secure sums due to each of them pursuant to the Notes and the Note Transaction Documents to which they are a party.

The Note Secured Parties have the benefit of the security given by the Note Issuer to the Note Trustee pursuant to the Note Trust Deed.

(c) ***Priority***: Payments on the Class A2 Notes during the Revolving Period, the Controlled Amortisation Period, the Early Amortisation Period or following a Note Enforcement Date shall be applied by the Note Trustee in accordance with the provisions of Clause 8 of the Note Trust Deed.

3. Interest

(a) ***Accrual of Interest***: The Class A2 Notes shall bear interest from and including the Closing Date in accordance with this Note Condition 3. Interest will cease to accrue on each Class A2 Note from the due date for redemption thereof unless, upon due presentation of such Class A2 Note, payment of principal is improperly withheld or refused or default is otherwise made in payment thereof. In such event, interest will continue to accrue in accordance with this Note Condition 3 (both before and after judgment in respect thereof is obtained) up to, but excluding, the date on which, upon further presentation thereof, payment in full of the relevant amount is made or (if earlier) the seventh day after the date upon which notice is duly given to the Holder of such Class A2 Note (in accordance with Note Condition 15) that, upon further presentation thereof being duly made, such payment will be made; *provided that* such payment is in fact made.

(b) ***Note Payment Dates and Interest Periods***: Interest will be payable on the Class A2 Notes monthly in arrear on the 26th day of each month or, if such day is not a Business Day, the next succeeding Business Day unless that day falls in the next calendar month, in which case the first preceding day which is a Business Day (each, a "**Note Payment Date**") commencing in December 2017. Interest on the Class A2 Notes will be payable by reference to successive interest periods (each, an "**Interest Period**"). The initial Interest Period will commence on (and include) the Closing Date and end on (but exclude) the initial Note Payment Date. Each successive Interest Period will commence on and include a Note Payment Date and end on (but exclude) the next succeeding Note Payment Date.

(c) ***Note Rate of Interest***: The rate of interest (the "**Note Rate of Interest**") payable in respect of the Class A2 Notes in respect of an Interest Period will be 1.91 per cent. per annum.

(d) ***Determination of Interest Amounts***: The Principal Paying Agent will, as soon as practicable after the Interest Determination Date in relation to each Interest Period, calculate the amount of interest (the "**Note Interest Amount**") payable in respect of the Class A2 Notes for such Interest Period. The Note Interest Amount will be calculated by applying the Note Rate of Interest for such Interest Period to the Principal Amount Outstanding of such Class A2 Note as at the first day of such Interest Period, multiplying the product by the actual number of days elapsed in such Interest Period divided by 365 and rounding the resulting figure to the nearest cent (half a cent being rounded upwards). For the purposes of this Note Condition 3, "**Interest Determination Date**" means, in relation to an Interest Period, the day which is two London banking days before the first day of such Interest Period.

(e) ***Publication***: The Principal Paying Agent will cause each Note Interest Amount determined by it, together with the relevant Note Payment Date, to be notified by electronic transmission to the Note Issuer, the other Paying Agents, the Note Trustee, the Security Agent, the Transaction Administrator, the Class A2 Swap Provider, the Rating Agency and the Majority Investor as soon as practicable after such determination but in any event not later than two Business Days after the relevant Interest Determination Date. Notice thereof shall also promptly be given to the Class A2 Noteholders in accordance with Note Condition 15. The Principal Paying Agent will be entitled to recalculate any Note Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

(f) ***Certificates to be Final***: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Note Condition 3 by the Principal Paying Agent will (in the absence of manifest error) be binding on the Transaction Administrator, the Class A2 Swap Provider, the Note Issuer, the Note Agents and the Class A2 Noteholders and (subject as aforesaid) no liability to any such person will attach to the Reference Agent or (in the circumstances referred to in paragraph (g) below) the Principal Paying Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(g) ***Limited Recourse***: The Note Issuer's liability to make payments in respect of interest on the Class A2 Notes may only be satisfied in accordance with Note Condition 17.

4. Amortisation and Redemption

(a) ***Redemption on Maturity***: Unless previously redeemed in full, the Note Issuer will redeem the Class A2 Notes, to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed in full on the Note Payment Date falling in February 2021 (the "**Note Expected Maturity Date**") at the Class A2 Note Redemption Amount as at such date. The "**Class A2 Note Redemption Amount**" means, on any date, an amount equal to the Principal Amount Outstanding of the Class A2 Notes as at such date plus accrued and unpaid interest thereon to, but excluding, such date.

If insufficient funds are available to redeem the Class A2 Notes at the Class A2 Note Redemption Amount on the Note Expected Maturity Date, the Note Issuer will continue to make payments of principal and interest on the Class A2 Notes on each succeeding Note Payment Date to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed until the Class A2 Notes have been redeemed in full at the Class A2 Note Redemption Amount or until the Note Payment Date falling in February 2022 (the "**Note Legal Maturity Date**") on which date the Note Issuer will redeem the Class A2 Notes in full at the Class A2 Note Redemption Amount as at such date.

(b) ***Revolving Period***: During the Revolving Period, no principal in respect of the Class A2 Notes will be paid.

(c) ***Controlled Amortisation Period***: On each Note Payment Date following a Trust Distribution Date relating to a Collection Period that falls in the Controlled Amortisation Period, principal in respect of the Class A2 Notes shall be paid in the following scheduled instalments (each, a "**Scheduled Amortisation Amount**").

Note Payment Date falling in:	**Scheduled Amortisation Amounts**
	(SGD)
September 2020	34,000,000
October 2020	34,000,000
November 2020	34,000,000
December 2020	34,000,000
January 2021	34,000,000
February 2021	34,000,000

(d) ***Early Amortisation Period***: On each Note Payment Date following a Trust Distribution Date that falls in the Early Amortisation Period, or on or after the Enforcement Date principal in respect of the Class A2 Notes and the Class A1 Notes shall be repaid, to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed, in an aggregate principal amount equal to the aggregate Principal Amount Outstanding of the Class A2 Notes and the Class A1 Notes as at such date, until the Class A2 Notes and the Class A1 Notes have been redeemed in full at the Class A2 Note Redemption Amount and the Class A1 Note Redemption Amount (as defined in the terms and conditions of the Class A1 Notes), respectively.

(e) ***Mandatory Redemption***: Upon receipt of a Bond Redemption Notice from the Bond Issuer, the Note Issuer shall redeem the Class A2 Notes and the Class A1 Notes in whole at the Class A2 Note Redemption Amount and the Class A1 Note Redemption Amount (as defined in the terms and conditions of the Class A1 Notes), respectively, to the extent of funds available therefor in accordance with the priority of payments set forth in the Note Trust Deed, on the next succeeding Note Payment Date.

(f) ***No Purchase by Note Issuer***: The Note Issuer will not be permitted to purchase any of the Class A2 Notes.

(g) ***Cancellation***: All Class A2 Notes redeemed in full will be cancelled by the Paying Agents or the Note Registrar to whom such Class A2 Notes are presented for redemption or surrender, and may not be resold or reissued. The Paying Agents will destroy the cancelled Definitive Note Certificates in its possession unless otherwise instructed by the Note Issuer.

5. Payments

(a) ***Payments***: Payments of principal and interest on the Class A2 Notes will be made to the person in whose name the Class A2 Note is registered in the Note Register (or to the first-named of joint holders) by electronic funds transfer to the registered account of each Class A2 Noteholder or by cheque; *provided that* the Principal Paying Agent shall have received the required funds in full from the Note Issuer in accordance with the terms of the Note Agency Agreement. If Definitive Note Certificates have been issued, payments of the final payments of the final amount due in respect of principal will only be made upon evidence of delivery of the Definitive Note Certificates to a Paying Agent. So long as any Class A2 Notes are evidenced by a Global Note, payments of principal and interest in respect thereof will be made in accordance with the rules and procedures of the Principal Paying Agent, or the relevant clearing system, as the case may be, from time to time in effect.

(b) ***Registered Account and Registered Address***: For the purposes of this Note Condition 5, a Class A2 Noteholder's "registered account" means the U.S. dollar account maintained by or on behalf of it, details of which appear on the Note Register at the close of business on the record date which is the Clearing System Business Day immediately prior to the due date for payment, where "**Clearing System Business Day**" means Monday to Friday (inclusive) in each week except 25th December and 1st January, and a Class A2 Noteholder's "registered address" means its address appearing on the Note Register at that time.

(c) ***Payments Subject to Fiscal Laws***: All payments in respect of the Class A2 Notes are subject in all cases to any applicable fiscal or other laws and regulations.

(d) ***Business Day***: Where payment is to be made by electronic funds transfer to a Class A2 Noteholder's registered account, payment instructions (for value on the due date or, if that date is not a Business Day, for value on the next Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed on the due date for payment (or if that date is not a Business Day, on the next Business Day) or, in the case of a payment of the final amount due in respect of principal on the relevant Class A2 Note, on the Business Day on which the relevant Definitive Note Certificate is surrendered at the Specified Offices of the Paying Agents or the Note Registrar.

(e) ***No Payment for Delay***: Class A2 Noteholders will not be entitled to any interest or other payment for any delay after the due date in receiving the amount:

(i) if the Class A2 Noteholder is late in surrendering its Definitive Note Certificate (if required to do so);

(ii) if a cheque mailed in accordance with paragraph (d) above arrives after the due date for payment; or

(iii) if the due date is not a Business Day.

(f) ***Unpaid Amount***: If the amount of principal or interest, if any, which is due on the Class A2 Notes is not paid in full, the Note Registrar will annotate the Note Register with a record of the amount of principal or interest, if any, in fact paid.

(g) ***Specified Offices of Paying Agents and Note Registrar***: The initial Paying Agents and the initial Note Registrar and their respective initial Specified Offices are set out at the end of each Definitive Note Certificate. The Note Issuer may, subject to the provisions of the Note Transaction Documents, vary or terminate the appointment of any of the Paying Agents or of any other Note Agent and appoint additional or other Note Agents. Notice of any such termination or appointment and of any changes in their Specified Offices will be given to the Class A2 Noteholders in accordance with Note Condition 15.

(h) ***Partial Payments***: If a Paying Agent makes a partial payment in respect of any Class A2 Note, the Note Issuer shall procure that the amount and date of such payment are noted on the Note Register and, in the case of partial payment upon presentation of a Definitive Note Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Definitive Note Certificate.

6. Covenants

The Note Issuer will covenant in the Note Trust Deed that other than as set out in the Note Transaction Documents or with the consent in writing of the Majority Investor, and until the later of (i) the Release Date and (ii) the first date on which all amounts payable in respect of the Class A2 Notes have been paid in full, it shall, *inter alia*:

(a) not engage in any activity or do anything whatsoever except:

(i) enter into and perform its obligations under the Transaction Documents, the Class A2 Notes and any agreements contemplated by any of the foregoing;

(ii) enforce any of its rights, whether under any of the documents referred to in sub-paragraph (i) above or otherwise;

(iii) at all times comply with any direction given by the Note Trustee or the Majority Investor pursuant to the Transaction Documents; and

(iv) perform any act incidental to or necessary in connection with the above paragraphs;

(b) not create any mortgage, charge, pledge, other security interest or Liens, except those security interests contemplated in the Note Trust Deed;

(c) not have any subsidiaries (other than in connection with the substitution of the principal debtor under the Class A2 Notes as described in the Note Trust Deed);

(d) not, subject to paragraphs (a) and (b) above, dispose of or otherwise deal with any of its property or other assets or any part thereof or interest therein (including without limitation its rights in respect of the agreements referred to in Clauses 5.2(a)(i) and (iii) of the Note Trust Deed);

(e) not pay any dividend or make any other distribution to its shareholders;

(f) not issue any shares (other than such equity as is already in issue on the Closing Date);

(g) not purchase, own, lease or otherwise acquire any real property (including office premises or like facilities) and/or movable property (including securities (other than Eligible Investments));

(h) not consent to any variation of, or exercise any powers of consent or waiver pursuant to, the Class A2 Notes, the Note Transaction Documents, the Note Subscription Agreement, or any other agreement relating to the issue of the Class A2 Notes or any related transactions;

(i) not consolidate or merge with any other legal entity or convey or transfer its properties or assets substantially as an entirety to any Person or legal entity or commingle assets with those of any other entity;

(j) not amend or alter its constitutive documents;

(k) not exercise any voting rights in respect of any Class A2 Notes held or beneficially owned by it;

(l) not take any action permitting the Note Security not to constitute a valid first priority security interest over the Note Secured Property;

(m) not open or have an interest in any account whatsoever with any bank or other financial institution (other than the Note Issuer Accounts and the account referred to in Note Condition 2(b)(v)); and

(n) not have any employees.

7. Taxation

All payments of principal and interest in respect of the Class A2 Notes by the Note Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any authority in any applicable jurisdiction having power to tax, unless such withholding or deduction is required by Law. If any such withholding or deduction is required by Law, the Note Issuer or the Paying Agents (as the case may be) shall make such payments in accordance with Note Condition 5 after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted. Neither the Note Issuer nor any of the Paying Agents will be obliged to make any additional payments to the holders of the Class A2 Notes in respect of such withholding or deduction.

8. Note Events of Default

The Note Trustee shall, upon the written instructions of the Majority Investor, (subject to being indemnified, pre-funded and/or secured to its satisfaction) promptly give notice (a "**Note Enforcement Notice**") to the Note Issuer (a copy of which shall be sent by the Note Trustee to the Swap Providers) at any time on or after the occurrence of any of the following events (each, a "**Note Event of Default**"), declaring the Notes to be immediately due and repayable, whereupon the Class A2 Notes and the Class A1 Notes shall accordingly immediately become due and repayable at the Class A2 Note Redemption Amount and the Class A1 Note Redemption Amount, respectively, without any further action or formality:

(a) default is made in the repayment of the outstanding principal amount of either the Class A2 Notes or the Class A1 Notes on the Note Legal Maturity Date or in the payment of any interest in respect of either the Class A2 Notes or the Class A1 Notes and such default continues for three Business Days;

(b) default is made by the Note Issuer in the performance or observance of any material obligation, condition or provision binding on it under the Transaction Documents to which it is a party (other than any obligation for the payment of any principal or interest on the Notes) and, except where such default is not capable of remedy, such default continues for 30 days after written notice delivered by the Note Trustee or the Majority Investor to the Note Issuer;

(c) an order is made by any competent court or an effective resolution is passed for the winding-up or dissolution of the Note Issuer;

(d) (i) the Note Issuer stops payment of its debts (within the meaning of any applicable bankruptcy Law), or is unable to pay its debts as and when they fall due; or

(ii) the Note Issuer ceases or, through an official action of the board of directors, or meeting of the shareholders, of the Note Issuer, threatens to cease, to carry on all or any substantial part of its business;

(e) proceedings are initiated against the Note Issuer under any applicable liquidation, insolvency, composition, re-organisation or other similar laws including, for the avoidance of doubt, presentation to the court of an application for an administration order, or an administrative receiver or other receiver, administrator or other similar official is appointed in relation to the Note Issuer or in relation to the whole or any substantial part of the undertaking or assets of

the Note Issuer or an encumbrancer takes possession of the whole or any substantial part of the undertaking or assets of the Note Issuer or a distress, execution, attachment, sequestration, diligence or other process is levied, enforced upon, sued out or put in force against the whole or any substantial part of the undertaking or assets of the Note Issuer and, in any of the foregoing cases, it shall not be discharged, annulled or withdrawn within 14 days;

(f) the Note Issuer initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of its creditors generally (or any class of its creditors) or enters into an arrangement or composition with its creditors generally (or any class of its creditors);

(g) any representation or warranty made by the Note Issuer in any of the Transaction Documents proves to be incorrect or misleading in any material respect when made;

(h) one or more final judgments from a court from which no further appeal or judicial review is permissible under applicable law are awarded against the Note Issuer in an aggregate amount in excess of U.S.$10,000; or

(i) any decree, resolution, authorisation, approval, consent, filing, registration or exemption necessary for the execution and delivery of any of the Notes on behalf of the Note Issuer and the performance of the Note Issuer's obligations under any of the Notes or any of the Transaction Documents is withdrawn or modified or otherwise ceases to be in full force and effect, or it is unlawful for the Note Issuer to comply with, or the Note Issuer contests the validity or enforceability of or repudiates, any of its obligations under the Notes, the Note Trust Deed or any of the other Transaction Documents.

The Note Issuer shall provide written confirmation to the Note Trustee and the Majority Investor on each anniversary of the Closing Date that, as far as it is aware, no Note Event of Default or other matter which is required to be brought to the attention of the Note Trustee or the Majority Investor has occurred.

9. Enforcement

(a) ***Enforcement Proceedings***: The Note Trustee:

(i) shall (upon the written instructions of the Majority Investor) take such proceedings and/or other action as it may think fit against the Note Issuer or any other person to enforce its obligations under the Notes and the other Note Transaction Documents and, after the Note Security has become enforceable, take such action as it may think fit to enforce the Note Security; and

(ii) shall not be bound to take any such proceedings or action or give any such directions as are referred to in sub-paragraph (i) above, unless the Note Trustee is indemnified, pre-funded and/or secured to its satisfaction.

(b) ***Limitation on Noteholders***: Enforcement of the Note Security shall be the only remedy against the Note Issuer available to the Note Trustee for the repayment of any sums due in respect of the Class A2 Notes and the Class A1 Notes. No Class A2 Noteholder or Class A1 Noteholder shall be entitled to proceed directly against the Note Issuer or enforce the Note Security unless the Note Trustee, having become bound so to enforce the Note Security, fails to do so within a reasonable period and such failure shall be continuing.

(c) ***Following Note Enforcement Notice***: Following the service of a Note Enforcement Notice, all amounts received by the Note Trustee under this Note Condition 9 shall be applied in accordance with Clause 8 of the Note Trust Deed.

(d) ***Majority Investor***: Subject always to the provisions of these Note Conditions and the Note Transaction Documents:

(i) the Note Trustee has agreed to exercise its rights in relation to the Note Secured Property (except the Note Trustee Excluded Rights) in accordance with the written instructions of the Majority Investor and the provisions of Clause 16.11 of the Note Trust Deed; and

(ii) the Majority Investor shall have the sole right, power and authority (and none of the other Note Secured Parties shall have such right, power or authority) to control and/or direct and/or veto any actions or inactions of the Note Trustee and to direct the exercise of any of the rights of the Note Secured Parties (other than in relation to the Note Trustee Excluded Rights) and to waive any breach by any party under any Note Transaction Document or the occurrence of an Early Amortisation Event or a Note Event of Default.

10. Indemnification of the Note Trustee

(a) ***Indemnity***: Subject to the provisions of the Transaction Documents, the Note Trustee is entitled to be indemnified by the Bond Issuer and the Note Issuer on a joint and several basis and relieved from responsibility and from taking enforcement proceedings or enforcing or directing enforcement of the Note Security unless indemnified, pre-funded and/or secured to its satisfaction (subject to the provisions of the Note Trust Deed).

(b) ***Business Transactions***: The Note Trustee and any of its affiliates is entitled to enter into business transactions with any of the Note Secured Parties or any other person without accounting to the Class A2 Noteholders for any profit resulting therefrom.

(c) ***Note Trustee not Responsible for Loss***: The Note Trustee will not be responsible for any loss, expense or liability which may be suffered as a result of, *inter alia*, the Note Trust Deed or any deeds or documents relating thereto or to the Class A2 Notes being held by any banker, banking company or any company whose business includes undertaking the safe custody of deeds or documents or with any lawyer or firm of lawyers on behalf of the Note Trustee.

(d) ***Note Agents not Agents of Class A2 Noteholders***: In acting under the Note Agency Agreement and in connection with the Class A2 Notes, the Note Agents act solely as agents of the Note Issuer and (to the extent provided therein) the Note Trustee and do not assume any obligations towards or relationships of agency or trust with or for any of the Class A2 Noteholders.

11. Meetings of Noteholders

The Note Trust Deed contains provisions for convening meetings of the Noteholders (and the Class A2 Noteholders) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of these Note Conditions or the provisions of any of the Note Transaction Documents.

The quorum at any meeting of Noteholders or, as the case may be, Class A2 Noteholders for passing an Extraordinary Resolution shall be one or more persons being or representing Noteholders or, as the case may be, Class A2 Noteholders holding at least 66.66 per cent. of the then Principal Amount Outstanding of the Notes or, as the case may be, the Class A2 Notes or, at any adjourned meeting, one or more persons being or representing Noteholders or, as the case may be, Class A2 Noteholders whatever the aggregate Principal Amount Outstanding of the Notes or, as the case may be, Class A2 Notes so held or represented by such persons(s), except that, at any meeting the business of which is:

(i) to change any date fixed for payment of principal or interest in respect of the Notes or the Class A2 Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or the Class A2 Notes or to alter the method of calculating the amount of any payment in respect of such Notes or Class A2 Notes on redemption or maturity or the date for any such payment;

(ii) to effect the exchange or sale of the Notes or the Class A2 Notes for or the conversion of such Notes or Class A2 Notes into or the cancellation of the Notes or Class A2 Notes in consideration of shares, stock, notes, bonds and/or other obligations and/or securities of the Note Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds and/or other obligations and/or securities as aforesaid and partly for or into or in consideration of cash;

(iii) to change the currency in which amounts due in respect of the Notes or the Class A2 Notes are payable;

(iv) to change the quorum required at any meeting of the Noteholders or the Class A2 Noteholders or the majority required to pass an Extraordinary Resolution;

(v) to amend paragraph 5.2 of Schedule 1 to the Note Trust Deed or the provisos to paragraph 6 of Schedule 1 to the Note Trust Deed, Clause 8 of the Note Trust Deed or this Note Condition 11;

(vi) to alter the priority of the Note Security or the priority of the application of any proceeds of enforcement of the Note Security under the Note Trust Deed; or

(vii) to modify the provisions of paragraphs (b), (c) or (d) of Note Condition 9, the definition of "Majority Investor" set out in the Master Definitions Schedule or any other provision which has the effect of restricting or limiting the rights of the Note Trustee to take any action under or in connection with these Note Conditions or any Note Transaction Document or to give any notice, consent or approval for the purposes of these Note Conditions or any Note Transaction Documents, unless in any such case, in the opinion of the Note Trustee, such modification would not be materially prejudicial to the interests of the Noteholders; *provided that* no such modification shall have any effect unless made with the written consent of the Note Trustee,

(each, a "**Basic Terms Modification**"), such resolution shall be an Extraordinary Resolution, and the necessary quorum for passing such resolution shall be one or more persons being or representing Noteholders or, as the case may be, Class A2 Noteholders holding at least 66.66 per cent. of the then Principal Amount Outstanding of the Notes or, as the case may be, the Class A2 Notes.

An Extraordinary Resolution passed at any meeting of Class A2 Noteholders shall be binding on all Class A2 Noteholders whether or not they are present at the meeting. The majority required for an Extraordinary Resolution shall be 66.66 per cent. of the votes cast on the resolution.

No Extraordinary Resolution involving a Basic Terms Modification that is passed by the Holders of the Class A2 Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the Class A1 Noteholders (to the extent that there are Class A1 Notes outstanding) or an Extraordinary Resolution of all Noteholders.

An Extraordinary Resolution to approve any matter other than a Basic Terms Modification passed at any meeting of the Holders of the Class A2 Notes shall not be effective unless:

(a) the Note Trustee is of the opinion that it will not be materially prejudicial to the interests of the Class A1 Noteholders (to the extent the Class A1 Notes are outstanding); or

(b) (to the extent that the Note Trustee is not of that opinion) it is sanctioned by an Extraordinary Resolution of the Class A1 Noteholders (to the extent that the Class A1 Notes are outstanding).

Subject as provided in the Note Trust Deed, the Note Issuer is entitled to receive notice of and to attend meetings of the Class A2 Noteholders.

12. Modification and Waivers

(a) ***Note Trustee's Power to Modify and Waive***: Subject to the conditions and qualifications set forth in the Note Trust Deed, the Note Trustee may, with the prior written consent of the Majority Investor, concur with the Note Issuer or any other relevant parties in making:

(i) any modification of these Note Conditions or any of the Note Transaction Documents (other than a Basic Terms Modification); *provided that* the Note Issuer has given prior written notice thereof to the Rating Agency and the Swap Providers; or

(ii) any waiver or authorisation of any breach or proposed breach of these Note Conditions or any of the Note Transaction Documents; *provided that* the Note Issuer has given prior written notice thereof to the Rating Agency and the Swap Providers;

provided that subject to the conditions and qualifications set forth in the Note Trust Deed, the Note Trustee shall, if instructed in writing by the Majority Investor, concur with the Note Issuer or any other relevant parties in making any such modification, waiver or authorisation.

Any such modification, waiver or authorisation shall be binding on all Class A2 Noteholders and each other Note Secured Party and, if the Note Trustee so requires, notice thereof shall be given by the Note Issuer to the Class A2 Noteholders in accordance with Note Condition 15 as soon as practicable thereafter.

(b) ***Note Trustee not Liable for Consequences***: Subject to the provisions of the Note Trust Deed, where the Note Trustee is required in connection with the exercise of its powers, trusts, authorities, duties and discretions to have regard to the interests of the Class A2 Noteholders, it shall not have regard to, or be in any way liable for, the consequences of such exercise for individual Class A2 Noteholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. In connection with any such exercise, the Note Trustee shall not be entitled to require, and no Class A2 Noteholder shall be entitled to claim, from the Note Issuer or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Class A2 Noteholders.

13. Replacement of Definitive Note Certificates

If any Definitive Note Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Note Registrar (the "**Replacement Agent**") upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Note Issuer and/or the Replacement Agent may reasonably require. Mutilated or defaced Definitive Note Certificates must be surrendered to the Note Registrar before replacements will be issued.

14. Substitution of Principal Debtor

The Note Trustee may agree to the substitution of any person in place of the Note Issuer as principal debtor under the Note Transaction Documents and the Class A2 Notes; *provided that* prior written notice has been given to the Rating Agency and *provided further that* any such substitution shall be binding on the Class A2 Noteholders. Such substitution shall be subject to the relevant provisions of the Note Trust Deed and to such amendments thereof as the Note Trustee may deem appropriate.

15. Notices

All notices to Class A2 Noteholders will be valid if mailed to them at their respective addresses in the Note Register maintained by the Note Registrar and, for so long as the Class A2 Notes are listed on the SGX-ST, by publication on the website of the SGX-ST. Any such notice shall be deemed to have been given on the seventh day after being so mailed or on the date of publication.

For so long as any of the Class A2 Notes are represented by a Global Note and such Global Note is held on behalf of Euroclear and/or Clearstream, notices to Class A2 Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream (as the case may be) for communication to the relevant accountholders. So long as the Class A2 Notes are listed on the SGX-ST, notices will also be published by publication on the website of the SGX-ST or otherwise in accordance with the foregoing paragraph.

A copy of each notice given in accordance with this Note Condition 15 shall be provided to the Rating Agency by the Note Trustee and, for long as the Class A2 Notes are listed on the SGX-ST, to the SGX-ST.

The Note Trustee shall be at liberty to approve an alternative method of giving notice to Noteholders if, in its opinion, such alternative method is reasonable having regard to market practice then prevailing and to the requirements of the SGX-ST and provided that notice of such other method is given to the Noteholders in such manner as the Note Trustee shall require.

16. Prescription

Claims for payment of principal and interest will not be enforceable unless a Class A2 Note is presented for payment within a period of ten years in respect of principal, or five years in respect of interest, from the payment dates relating thereto.

17. Limited Recourse and No Petition

(a) ***Limited Recourse***: The Class A2 Noteholders agree that, notwithstanding the covenant in Clause 3.1 of the Note Trust Deed in respect of payment of the Note Issuer Obligation, any other provision of the Note Trust Deed or any other Note Transaction Document which imposes on the Note Issuer an obligation at any time to make any payment to any Class A2 Noteholder, the rights of recourse of the Class A2 Noteholders against the Note Issuer, and the liability of the Note Issuer, shall be limited to the amounts from time to time available in accordance with, and in the order of priorities set out in the Note Trust Deed. Accordingly, no Class A2 Noteholder shall have any claim or recourse against the Note Issuer in respect of any amount which is or remains, or will remain, unsatisfied when no further amounts are receivable or recoverable in respect of the Note Secured Property and all funds comprising the Note Secured Property and/or representing the proceeds of realisation thereof have been applied in accordance with the provisions of the Note Trust Deed, and any unsatisfied amounts shall be waived and extinguished; *provided that*, for the avoidance of doubt, such extinguishment shall not in any way affect the other obligations of the Note Issuer to the Class A2 Noteholders pursuant to any other Note Transaction Documents.

(b) ***No Petition***: Each Class A2 Noteholder further undertakes to the Note Issuer that it will not petition a court for, or take any other action or commence any proceedings for, the liquidation, winding-up or reorganisation of the Note Issuer, or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator or similar officer of the Note Issuer or of all or any of the Note Issuer's revenues and assets, until one year and a day after the unconditional and irrevocable payment and discharge in full of all sums outstanding and owing in respect of the Notes and all other Note Issuer Obligations; *provided that*, nothing in this paragraph (b) shall:

(i) prevent the Note Trustee (acting on the written instructions of the Majority Investor) from initiating any such action as aforesaid for the purpose of enforcing the Note Issuer Obligations or from obtaining a declaratory judgment as to the obligations of the Note Issuer under the Note Transaction Documents owed to any Class A2 Noteholder (*provided that* no action is taken to enforce or implement such judgment); or

(ii) prevent any Class A2 Noteholder to the Note Transaction Documents from lodging a claim in any action as aforesaid which is initiated by any Person (other than the Note Trustee acting on the written instructions of the Majority Investor).

18. Provision of Documents

Each Noteholder (which for the purpose of this Note Condition 18 shall include any beneficial owner of an interest in a Note) shall timely furnish the Note Issuer, the Note Trustee, or any other authorised delegate thereof any U.S. federal income tax form or certification (such as IRS Form W-9 (Request for Taxpayer Identification Number and Certification), IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individual)), IRS Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)), IRS Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting), IRS W-8EXP (Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting), or IRS Form W-8ECI (Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States), or

any successors to such forms) that the Note Issuer, the Note Trustee or the Transaction Administrator or any such delegate may reasonably request, and any documentation, agreements, certifications or information that is reasonably requested by the Note Issuer, the Note Trustee or any such delegate (a) to permit the Note Issuer, the Note Trustee, a Note Agent or any other authorised delegate thereof to make payments to it without, or at a reduced rate of, deduction or withholding, (b) to enable the Note Issuer, the Note Trustee or their respective agents to qualify for a reduced rate of withholding or deduction in any jurisdiction from or through which the Note Issuer or its agents receive payments, and (c) to enable the Note Issuer, the Note Trustee or their respective agents to satisfy reporting and other obligations under the Code, FATCA or any other law and shall update or replace such documentation and information as appropriate or in accordance with its terms or subsequent amendments, and acknowledges that the failure to provide, update or replace any such documentation or information may result in the imposition of withholding or back-up withholding upon payments to such Noteholder. Amounts withheld pursuant to applicable tax laws shall be treated as having been paid to such Noteholder by the Note Issuer. In addition, each Noteholder agrees that the Note Issuer may provide information to the IRS, the Tax Information Authority of the Cayman Islands or any other non-U.S. taxing authority regarding such Noteholder's investment in the Notes, including any information relevant to the Note Issuer's FATCA Compliance.

In this Condition 18, "**FATCA Compliance**" means compliance with FATCA as necessary so that (a) no tax, fines or other penalties will be imposed or withheld pursuant thereto in respect of payments to or for the benefit of the Note Issuer, the Note Trustee, the Transaction Administrator or their respective agents and (b) the Note Issuer can comply with an agreement entered into under section 1471(b) of the Code and/or any applicable Cayman Islands law or other Law enacted in connection with FATCA.

19. Contracts (Rights of Third Parties) Act 1999 and Trustee Act 2000

Other than the Swap Providers, no person shall have any right to enforce any term or condition of any Class A2 Note under the Contracts (Rights of Third Parties) Act 1999.

The Note Trust Deed contains provisions which have the effect of giving priority, to the extent permitted by Law, to the provisions of the Note Trust Deed over the relevant provisions of the Trustee Act 1925 and/or the Trustee Act 2000.

20. Governing Law

These Note Conditions, the Class A2 Notes and the Note Transaction Documents (other than the Note Issuer Administration Agreement), and any non-contractual obligation arising out of or in connection with them, are each governed by, and will be construed in accordance with, English Law. The Note Issuer has irrevocably submitted to the jurisdiction of the English courts for all purposes in connection with such documents and has designated a person in England to accept service of any process on its behalf.

The Note Issuer Administration Agreement is governed by and will be construed in accordance with the Laws of the Cayman Islands.

EXPECTED AVERAGE LIFE OF THE NOTES

The average life of the Notes refers to the average amount of time that each U.S. dollar or as the case may be, each Singapore dollar, of principal will remain outstanding. If an Early Amortisation Event is declared the average life of the Notes will be influenced by, amongst other things, the rate at which the principal amount outstanding of the Bonds is repaid. Provided that an Early Amortisation Event does not occur, the principal of the Bonds and the Notes are expected to be due and payable in accordance with a predetermined principal amortisation schedule.

As a result of the predetermined principal amortisation schedules on the Bonds and hence the Notes, there are not expected to be variations in the average life of the Notes due to changes in prepayments or defaults on the underlying Receivables. Based on the predetermined principal amortisation schedule on the Notes and a Closing Date of 9 November 2017, the average life of the Notes will be three years.

Expected Note Amortisation Schedule in respect of Class A1 Notes

Note Payment Date	Note Principal Payment	Balance after Principal Payment
	(U.S.$)	
September 2020	25,000,000	125,000,000
October 2020	25,000,000	100,000,000
November 2020	25,000,000	75,000,000
December 2020	25,000,000	50,000,000
January 2021	25,000,000	25,000,000
February 2021	25,000,000	0

Expected Note Amortisation Schedule in respect of Class A2 Notes

Note Payment Date	Note Principal Payment	Balance after Principal Payment
	(SGD)	
September 2020	34,000,000	170,000,000
October 2020	34,000,000	136,000,000
November 2020	34,000,000	102,000,000
December 2020	34,000,000	68,000,000
January 2021	34,000,000	34,000,000
February 2021	34,000,000	0

THE NOTE ISSUER

GENERAL

Woori Card 2017-2 International Ltd. (the "**Note Issuer**") was registered and incorporated in the Cayman Islands as an exempted limited liability company on 29 September 2017. The registration number of the Note Issuer is WC-327459. The Note Issuer has been incorporated for an indefinite period. The registered office of the Note Issuer is at c/o Walkers Fiduciary Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands, telephone number: +1-345-814-7600. The authorised share capital of the Note Issuer is U.S.$250 divided into 250 ordinary shares of U.S.$1 each, of which 250 ordinary shares are fully paid up and held by Walkers Fiduciary Limited (the "**Share Trustee**"). The Share Trustee holds the 250 shares on trust for charitable purposes pursuant to a Declaration of Trust dated 18 October 2017. The Note Issuer is not a subsidiary of, and its management and general operations are not controlled by any of the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser and the Singapore Adviser.

The Note Issuer is a special purpose vehicle established for the purpose of issuing asset backed securities.

PRINCIPAL ACTIVITIES

The Note Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation, the authorisation, execution and issue of the Notes, and the documents and matters referred to or contemplated in this Prospectus to which it is or will be a party and matters which are incidental or ancillary to the foregoing. The objects of the Note Issuer are set out in Clause 3 of its Memorandum and Articles of Association. As an exempted company, the Note Issuer may not trade in the Cayman Islands with any person except in furtherance of the business of the Note Issuer carried on outside the Cayman Islands. The Note Issuer will covenant to observe certain restrictions on its activities which are described in Note Condition 6 of "*Terms and Conditions of the Class A1 Notes*" and "*Terms and Conditions of the Class A2 Notes*".

The Note Issuer has, and will have, no assets other than the sum of U.S.$250 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of, borrowing under, purchase, sale or entering into of the Transaction Documents and any Note Secured Property. The Note Issuer will establish bank accounts with The Bank of New York Mellon, London Branch for the purposes of holding its share capital and any fees paid to it and by it.

DIRECTORS

The Directors of the Note Issuer are as follows:

Name	Principal Occupation
Karen Karita Ellerbe	Business person
Gennie Bigord	Business person

The business address of the Directors is the same as the registered office of the Note Issuer at c/o Walkers Fiduciary Limited, Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands.

Walkers Fiduciary Limited of Cayman Corporate Centre, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands is the administrator of the Note Issuer. Its duties include the provision of

certain management, administrative and related services. The Note Issuer Administrator may retire at any time upon giving not less than three months' notice in writing of such retirement to the Note Issuer and the Note Trustee; *provided that* such retirement may not take effect until a replacement Note Issuer Administrator has been appointed with the approval of the Note Trustee in accordance with the terms of the Note Issuer Administrator Agreement. The Note Issuer Administrator may be removed from office upon the Note Issuer giving not less than one month's notice of such removal with the prior written approval of the Note Trustee or without notice in circumstances, *inter alia*, where an insolvency event has occurred in respect of the Note Issuer Administrator or the Note Issuer Administrator has been negligent or fraudulent or there has been wilful misconduct on its part.

FINANCIAL STATEMENTS

The financial year of the Note Issuer runs from 1 January to 31 December. Since the date of its incorporation, no financial statements of the Note Issuer have been prepared.

There are no outstanding loans or subscriptions, allotments or options in respect of the Note Issuer.

There has been no material adverse change in the financial position of the Note Issuer since the date of its incorporation.

ANNUAL NOTICE TO NOTE TRUSTEE

The Note Issuer is required to provide written confirmation to the Note Trustee on an annual basis in accordance with Note Condition 8 that, as far as it is aware, no Note Event of Default or other matter which is required to be brought to the attention of the Note Trustee has occurred.

THE BOND ISSUER

GENERAL

Woori Card 2017-2 Asset Securitization Specialty Co., Ltd. (the "**Bond Issuer**") was incorporated on 25 September 2017 under the laws of Korea as a limited liability securitisation specialty company (*yuhanhoesa*) under the ABS Act and the Korean Commercial Code with registration number 110114-0211067. The registered office of the Bond Issuer is at 48 Ujeongguk-ro, Jongno-gu, Seoul, Korea and its telephone number is: +822-397-8393.

The Bond Issuer is a special purpose vehicle and has no prior operating experience. The Bond Issuer does not have any subsidiaries nor employees.

PRINCIPAL ACTIVITIES

The principal objects of the Bond Issuer are set out in its Articles of Incorporation and are, *inter alia*, to carry out activities pursuant to the ABS Act and will include entering into agreements necessary for the performance of the obligations under the transaction specified in the Securitisation Plans registered with the FSC.

The Bond Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation, the authorisation, execution and issue of the Bonds, and the documents and matters referred to or contemplated in this Prospectus to which it is or will be a party and matters which are incidental or ancillary to the foregoing. The Bond Issuer will covenant to observe certain restrictions on its activities which are defined in the terms and conditions of the Bonds.

DIRECTOR

The director of the Bond Issuer (the "**Sole Director of the Bond Issuer**") is Jin Soo Park of 102-ho, Ga-dong, 20-12, Chunghyo 4-gil, Gyeongju-si, Gyeongsanbuk-do 38061, Korea. There are no potential conflicts of interest between Jin Soo Park's private interests and other duties and his duties to the Bond Issuer.

EQUITY CAPITAL

The authorised equity capital of the Bond Issuer consists of KRW20,000 divided into 200 units of a nominal or par value of KRW100 each. 200 units have been issued at par and are fully-paid, with one unit being held by the Originator and 199 units by Jin Soo Park.

CAPITALISATION AND INDEBTEDNESS

The capitalisation of the Bond Issuer as at the date of this Prospectus, adjusted for the Bonds to be issued on the Closing Date, is as follows:

	As at 9 November 2017 (KRW)
Equity Capital	
200 units of KRW100 each issued and fully paid	20,000
Total Share Capital	20,000
Loan Capital	
Class A1 Bond	168,825,000,000
Class A2 Bond	168,824,280,000
Total Loan Capital	337,649,280,000
Total Capitalisation	337,649,280,000

* Converted at the rates of U.S.$1.00:KRW1,125.50 and SGD1.00:KRW827.57

Note: Other than as described above, there has been no material change in the capitalisation of the Bond Issuer as at the date hereof.

As of the Closing Date, the Bonds were held by the Note Issuer.

Save as disclosed elsewhere in this Prospectus, at the date of this Prospectus the Bond Issuer has no borrowings or indebtedness in the nature of borrowings (including loan capital issued, or created but unused), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

There are no other outstanding loans or subscriptions, allotments or options in respect of the Bond Issuer.

There has been no material adverse change in the financial position of the Bond Issuer since the date of its incorporation.

FINANCIAL YEAR

The financial year of the Bond Issuer runs from 1 January to 31 December. The first financial statements of the Bond Issuer will be published for the financial year ending 31 December 2017. There has been no material change in the activities of the Bond Issuer since its incorporation.

The Bond Issuer has appointed Ernst & Young Han Young having its principal office at Taeyoung Building, 111, Yeouigongwon-ro, Yeongdeungpo-gu, Seoul 07241, Korea, a member of the Korean Institute of Certified Public Accountants, as its auditors.

THE SWAP PROVIDERS

On 9 November 2017, the Bond Issuer entered into a swap agreement with ING Bank N.V., Seoul Branch (the "**Class A1 Swap Agreement**") and a swap agreement with DBS Bank Ltd., Seoul Branch (the "**Class A2 Swap Agreement**" and, together with the Class A1 Swap Agreement, the "**Swap Agreements**"). The obligations of ING Bank N.V., Seoul Branch and DBS Bank Ltd., Seoul Branch (together, the "**Swap Providers**") are several but not joint.

As of the date of the Prospectus, the long-term bank deposit rating of ING Bank N.V. is "Aa3" by Moody's and the long-term bank deposit rating of DBS Bank Ltd. is "Aa1" by Moody's.

Each Swap Agreement is governed by English law and is documented on standard forms published by the International Swaps and Derivates Association, Inc. as modified by the schedule thereto and including the related credit support deed and confirmation. Together, the Swap Agreements are intended to provide a hedge against mismatches between the rates of interest under the Receivables and the Investor Interest and the rate of interest payable under the Bonds and Korean Won payments receivable by the Bond Issuer under the Investor Interest and the U.S. dollar amounts and Singapore dollar amounts payable by the Bond Issuer under the Bonds. Although it is intended that the Swap Agreements will provide a hedge against substantially all of the Won/U.S. dollar and Won/SGD and interest rate mismatches between the amounts due on the Bonds and the amounts received by the Bond Issuer under the Investor Interest, no assurance can be given that any such mismatch will not occur. See "*Transaction Overview – Swap Arrangements*".

THE ORIGINATOR

OVERVIEW

General

On 1 April 2013, Woori Card (the "**Company**", the "**Originator**" or "**Woori Card**") was established as a wholly-owned subsidiary of Woori Finance Holdings Co., Ltd. ("**Woori Finance Holdings**") as a result of a horizontal spin-off of Woori Bank Co., Ltd.'s ("**Woori Bank**") credit card business (the "**Spin-off**"). On 3 November 2014, Woori Finance Holdings merged with and into Woori Bank, and the former subsidiaries of Woori Finance Holdings, including Woori Card, became Woori Bank's subsidiaries (the "**Merger**").

As a result of the Spin-off, Woori Card took over Woori Bank's credit card products and services, which are mainly targeted at consumers and corporate customers in Korea. As of 30 September 2017. Woori Card is wholly-owned by Woori Bank. As of 31 December 2016, Woori Card's operating revenue was approximately KRW1.40 billion with a net income of KRW1.09 billion and market share based on transaction volume was approximately 9.0% which ranked Woori Card as the sixth largest credit card issuer in Korea.

As of 30 June 2017, Woori Card also owned 7.65 per cent. equity stake in BC Card Co., Ltd. ("**BC Card**"), a Korean credit card company co-owned by KT Corporation, one of Korea's largest telecommunications companies, as well as a private equity fund and other Korean financial institutions. BC Card operates the largest merchant payment network in Korea as measured by transaction volume. Woori Card's ownership of BC Card allows Woori Card to outsource production and delivery of new credit cards, the preparation of monthly statements, management of merchants and other ancillary services to BC Card for Woori Card's credit card operations.

Woori Card is a specialised credit card company and offers its products and services through the network of 887 nationwide branches of Woori Bank and 51 branches of its own located throughout Korea as of 30 June 2017.

Woori Card's card sales branches recruit new Accountholders (as defined below) and conduct marketing activities in Korea. Woori Card's instalment sales branches also conduct marketing activities and provide instalment finance services. Although Woori Bank branches recruit new Accountholders and provide credit card related services, such branches do not provide instalment finance related services. As of 31 December 2014, 2015 and 2016, personal credit cardholders of Woori Card amounted to 5.04 million, 5.37 million and 5.61 million, respectively.

As of 31 December 2016, Woori Card's total assets amounted to KRW76.06 billion and its net income amounted to KRW1.09 billion, compared to total assets of KRW66.04 billion and net income of KRW1.17 billion as of 31 December 2015. As of 30 June 2017, Woori Card's capital adequacy ratio, determined in accordance with FSC requirements, was 20.90 per cent.

As of 30 June 2017, Woori Card had 441 full-time, permanent employees and 137 contract and part-time employees who are employed on a temporary basis. Woori Card's headquarters are located at 50, Jong-Ro 1-Gil, The-K Twin Towers, Jongno-gu, Seoul 03142, Korea.

Woori Card Co., Ltd. and its subsidiaries
Interim consolidated statements of financial position
as at 30 June 2017 and 31 December 2016

	30 June 2017	31 December 2016
	(Korean won in millions)	
ASSETS		
Cash and cash equivalents	441,696	390,142
AFS financial assets	84,156	81,614
Loans and receivables	7,438,289	7,059,050
Premises and equipment	22,441	17,426
Intangible assets	30,061	24,649
Deferred tax assets	27,086	30,167
Derivative assets	115	–
Other assets	7,084	3,060
Total assets	8,050,928	7,606,108
LIABILITIES		
Borrowings	15,000	–
Debentures	5,678,441	5,317,130
Provisions	41,965	45,542
Net defined benefit liability	3,267	470
Current tax liabilities	17,696	15,305
Derivative liabilities	20,646	156
Other financial liabilities	568,845	685,783
Other liabilities	118,093	116,507
Total liabilities	6,463,953	6,180,893
EQUITY		
Capital stock	896,331	846,331
Capital surplus	127,097	77,345
Other equity	26,579	26,435
Retained earnings (Regulatory reserve for credit loss as at 30 June 2017 and 31 December 2016, are ₩342,131 million and ₩253,963 million, respectively. Planned provision for regulatory reserve for credit loss as at 30 June 2017 and 31 December 2016, are ₩42,881 million and ₩88,168 million, respectively.)	536,968	475,104
Total equity	1,586,975	1,425,215
Total liabilities and equity	8,050,928	7,606,108

Woori Card Co., Ltd. and its subsidiaries
Interim consolidated statements of comprehensive income
for the three-month and six-month periods ended 30 June 2017 and 2016

	2017		2016	
	Three-month period ended 30 June	Six-month period ended 30 June	Three-month period ended 30 June	Six-month period ended 30 June
Interest income	146,534	288,648	135,942	272,729
Interest expense	(33,272)	(65,600)	(31,737)	(63,483)
Net interest income	113,262	223,048	104,205	209,246
Fees and commissions income	269,703	527,477	229,599	452,425
Fees and commissions expense	(251,914)	(500,668)	(212,223)	(426,746)
Net fees and commissions income	17,789	26,809	17,376	25,679
Dividend income	–	8,601	–	10,566
Gain on financial instruments at FVTPL	447	787	195	351
Gain on AFS financial assets	(3)	252	(99)	42
Impairment losses due to credit loss	54,695	99,141	45,909	101,250
General and administrative expenses	38,786	77,909	33,551	68,643
Other operating expenses	6,433	662	395	2,163
Operating income	44,447	83,109	42,612	78,154
Non-operating income	(1,483)	(1,428)	325	995
Income before income tax expense	42,964	81,681	42,937	79,149
Income tax expense	10,388	19,817	10,479	18,228
Net income after tax (After the provision of regulatory reserve for credit loss for the three-month and six-month periods ended 30 June 2017 are ₩(-)4,955 million and ₩18,983 million, respectively.) (After the provision of regulatory reserve for credit loss for the three-month and six-month period ended 30 June 2016 are ₩0 and ₩0, respectively.)	32,576	61,864	32,458	60,921
Remeasurement of the net defined benefit liability	560	(475)	65	156
Items that will not be reclassified to profit or loss	560	(475)	65	156
Gain on valuation of AFS financial assets	960	2,035	1,008	4,158
Cash flow hedging gains or losses on valuation of derivatives	(547)	(1,321)	(408)	(884)
Gain on foreign currency translation of foreign operations	44	(95)	–	–
Items that may be reclassified to profit or loss	457	619	600	3,274
Other comprehensive income, net of tax	1,017	144	665	3,430
Total comprehensive income	33,593	62,008	33,123	64,351
Net income attributable to:	32,576	61,864	32,458	60,921
Net income attributable to equity holders of the parent	32,576	61,864	32,458	60,921
Net income attributable to non-controlling interests	–	–	–	–
Total comprehensive income attributable to:	33,593	62,008	33,123	64,351
Comprehensive income attributable to equity holders of the parent	33,593	62,008	33,123	64,351
Comprehensive income attributable to non-controlling interests	–	–	–	–
Net income per share (In Korean won)				
Basic earnings per common share and diluted earnings per common share	193	366	192	360

The Accounts

As a specialised credit card company and a subsidiary of Woori Bank, the Company is in a very strong position to attract existing Woori Bank customers through the existing network of Woori Bank's marketing channels. The Company offers a broad range of products to its customers, including insurance and travel services as well as more than 440 different personal credit and check cards as of 30 September 2017. The Company has responded to customer feedback by offering a more simplified and streamlined portfolio of credit cards, while also pursuing higher net worth individual customers with cards carrying enhanced premium benefits such as airport lounge services. In addition, the Company recently started offering instalment finance for rental and lease payments to customers.

Each new customer enters into one or more agreements (each, a "**Card Agreement**") with the Company which governs their account with the Company (each, an "**Account**") and the issuance of credit cards (each, a "**Card**") to the customer (the "**Accountholder**"). Although the Accountholder may nominate family members to receive Cards issued under the Account, the Accountholder remains the primary obligor under the Account. Each holder of a Card issued under an Account is a "**Cardholder**". The Company may alter the terms of a Card Agreement by giving one month's notice to the Accountholder.

The Company offers the following services to Cardholders:

- Credit card services providing the Accountholder with limited credit to purchase products and services ("**Credit Card Services**"), for which payment must be made either (i) in full within 15 to 45 days of purchase (on the immediately succeeding monthly payment date) (the "**Lump Sum Basis**") or (ii) on a revolving basis subject to a minimum monthly payment of 10 per cent. (the "**Revolving Payment Basis**").

- Short-term cash advances via ATM machines, branches of Woori Bank, the automated response system ("**ARS**"), through the Internet and by telephone ("**Cash Advances**"), for which payment by the Accountholder must be made on the Lump Sum Basis.

- The option to purchase products and services from specified merchants on an equal principal instalment basis ("**Instalment Purchases**"), for which payments must be made over a fixed term of two months up to a maximum of 36 months.

- The option to take out an unsecured consumer loan on a separate loan agreement (a "**Card Loan**"), with a borrowing limit and rate of interest based on the applicant's credit score and the duration of the Card Loan. Payments of principal, interest and fees are due either in a single payment or on an instalment basis, with typical maturities ranging from 3 to 36 months. Customers may request a Card Loan via Woori Bank branches, ARS, the internet and telephone.

- Instalment finance services, which allows Cardholders to purchase merchandise or services on credit and repay such credit on an instalment basis.

- Recurring payment services. A new and fast growing part of the Company's business, Cardholders may sign-up for recurring payment services through their Card, under which payments are made on a regular basis for utility bills and apartment lease rentals and key-deposits.

As a wholly-owned subsidiary operating Woori Bank's credit card business, the Company has the following principal brands of credit cards:

- A "Woori" brand;

- A "BC Card" brand; and

- "Visa", "MasterCard", "JCB" and "UnionPay" brands.

The "Visa" brand cards are issued under a non-exclusive license agreement with Visa International Service Association, whilst "MasterCard", "JCB" and "UnionPay" brand cards are issued under a non-exclusive, co-branding agreement with BC Card.

Each Accountholder is allocated a credit limit and the Company evaluates the limits monthly and advises each Accountholder of the credit limit relating to its Card(s) in a monthly billing statement. A sub-limit is established for Cash Advances. The Cash Advances limit cannot exceed 40 per cent. of the overall credit limit established for the Account, and is generally between 22 to 34 per cent. of the total credit limit established for the Account. Additionally, a separate limit for Instalment Purchases is established with respect to Accountholders who have delinquency histories or other latent risks.

Accountholders are required to settle their outstanding balances in accordance with the Card Agreement and may choose a monthly settlement date from a list of 27 possible payment dates (currently the 1st through the 27th of each month). Settlement dates on the first of the month and around the end of each month are the most popular since salaries in Korea are commonly paid at the end of the month.

ORIGINATION

Woori Card markets and originates new Accounts through five different channels, which consist of marketing through sales agents, affiliation-related solicitation through strategic alliances, marketing through the internet, telemarketing and voluntary customer application:

- *Marketing through Woori Bank*: Employees of Woori Bank branches are encouraged to source prospective cardholders. This marketing channel has consistently been the most significant source of new cardholders for the Company.

- *Marketing through Sales Agents*: The use of external sales agents from card agencies is a highly effective marketing channel for attracting new cardholders.

- *Co-branding and Affiliation-related Solicitation*: Woori Card attracts new accounts through the officers and employees of affiliated vendors that have a strategic alliance with the Company.

- *Marketing through the Internet*: Woori Card's website is a valuable cardholder solicitation tool.

- *Telemarketing*: The employees of Woori Card are encouraged to find prospective cardholders. Currently, a commission for the solicitation of a new customer is paid to the employee upon issuance of a Card but will soon be awarded on a value basis.

Potential customers complete an application form for a Card, specifying personal details such as salary, employment, employer, address and residence status. The application will also specify the credit limit requested.

UNDERWRITING

Woori Card reviews each new card application for completeness, accuracy and creditworthiness. It bases this review on various factors that assess the applicant's ability to repay borrowed amounts. The review process involves three stages:

Initial Application Process. Woori Card verifies basic information by requesting certain documents from the applicant, direct contact with the applicant (usually by telephone) and statistically analyses the applicant's personal credit history together with financial and default information gathered from third-party sources and its internal database. The analysis considers various factors including employment, default status and historical relationships with Woori Card and any delinquency history with other credit card companies. Woori Card also reviews information about an applicant obtained from external databases maintained by the Korea Federation of Banks and Nice Information Service Inc.

Application Scoring System Process. The application scoring system ("**ASS**") at Woori Card is a standardised evaluation tool used to determine the probability of a credit card applicant defaulting during the one-year period following issuance. The ASS, using a statistical model, assigns risks to factors that indicate a probability of non-payment. The model analyses credit history, occupation and income data to develop a combined risk score. The applicant's eligibility to receive a credit card and credit limit is determined by its anticipated delinquency ratio over 90 days within one year.

Credit Assessment. If the application is approved, then the ASS assessment is used to determine the applicant's credit limit. The aggregate credit limit for a new applicant who is an individual rarely exceeds KRW20 million. There is a separate but similar system for determining the credit limit available to corporate card applicants, which will generally be higher than limits available to individual applicants but will not provide for the ability to obtain cash advances.

The entire approval process generally takes two to three days and the applicant receives the new card within one week after making an application. Woori Card evaluates and updates the application scoring system on a monthly basis (or more frequently as required) to incorporate new data or adjust the importance placed on existing data or market conditions.

RISK ANALYSIS

Credit Card Review and Monitoring

Woori Card monitors its risk exposure to individual accounts on a regular basis. It monitors each customer's card usage trends and negative credit data, such as delinquency information, through both its own credit risk management system (which was developed with the assistance of an outside consultant) and BC Card's similar system (which BC Card maintains for its member banks). These systems monitor the behaviour of users of Woori Card's credit cards, using both internally generated information and information from external sources. Woori Card statistically analyses this information to estimate each customer's creditworthiness on a monthly basis. The credit risk management system is an integral part of the credit practices at Woori Card and is used to determine increases or decreases in credit limits, reset interest rates, set fee levels, authorise special transactions and approve card loans using criteria such as:

- how much credit each customer has incurred in the past (i.e., frequency and amount of payments);
- whether a customer uses his card to make credit card purchases or to get cash advances;
- internal credit scores; and

- whether the customer has been delinquent in making payments.

After assigning appropriate weightings to each factor, the system computes a behaviour score and uses that score to classify each cardholder (the "**Behaviour Scoring System**" or "**BSS**"). Each customer's credit limit is subject to adjustment in accordance with the monthly updated score. Woori Card uses these results and the results of its application scoring system to evaluate its credit risk management system and make adjustments to its credit scoring formula based on the results of that process.

Woori Card's credit risk management system has also been able to run various simulations in connection with monitoring its operations, including:

- new product simulations, which predict a customer's likely spending pattern when using a new credit card product and analyses that pattern to predict the new product's costs, delinquencies and profitability; and

- credit use limit simulations, which test whether a customer's credit limit has been properly set by simulating an increase or decrease of that limit.

Woori Card's credit administration team manages customer credit risk for users of its credit cards. It reviews and updates its underwriting, credit evaluation, collection, servicing and write-off procedures, and the terms and conditions of card agreements, from time to time in accordance with its business practices, applicable law and guidelines issued by regulatory authorities.

Early Warning Systems

Woori Card has developed early warning systems that monitor the status of both commercial and retail borrowers and evaluate all of a customer's outstanding credits. These systems monitor various factors, including the financial status, financial transaction status, industry rating and management status of borrowers. They enable Woori Card to find defaults and signs of potential delinquency in advance, monitor these problematic credits properly before any default or delayed payment occurs and keep track of information on the credit status of borrowers. Updated information is input as it becomes available, either automatically from internal and external sources or manually. This information includes data relating to:

- credit evaluation and monitoring system results, which determine if a borrower should be put on a watch list;

- loan transactions, such as a borrower's remaining line of credit and whether it has any dishonoured notes, overdue loans or setoffs with respect to collateral deposits which have not matured;

- deposit transactions, such as any decrease in a borrower's average deposit balance, requests for large volumes of promissory notes or cheques, or the inability to pay immediately available funds owed when due;

- foreign exchange transactions, such as unpaid amounts of a borrower's purchased export bills that have exceeded the maturity date; and

- other information, such as a borrower's management and employees, business operations,

Woori Card also monitor borrowers' credits through on-line credit reports that are provided by Korea Information Service and National Information & Credit Evaluation, Inc.

After gathering this information, Woori Card's CREPIA system reviews such information to monitor any changes that could affect the credit rating of the borrower, approval conditions with respect to the loan or credit, underlying collateral or assigned credit limit of the borrower. Depending on the likelihood of the change, the system automatically sends a signal to the responsible credit officer. The officer then evaluates the information and formulates an action plan, which could result in an adjustment in the borrower's credit rating or loan pricing, a re-evaluation of the loan or the taking of other preventative measures.

CREDIT CARD RENEWAL

Renewing a Card is the process of re-issuing the card when it expires. Renewal of the validity of the Card is provided to Cardholders who are not in delinquency with Woori Card or any other institution. Eligibility for renewal is determined seven months prior to the expiration of the Card. Cardholders with declining credit scores are carefully monitored and renewals limited.

FINANCE CHARGES AND FEES

Woori Card derives revenues from annual membership fees paid by Cardholders, interest charged on Card balances, fees and interest charged on Cash Advances and Card Loans, interest charged on deferred payments and merchant fees paid by retail and service establishments. Merchant fees and interest on Cash Advances constitute the largest source of revenue for Woori Card.

The annual fees for Cards vary depending on the type of Card and the benefits offered thereunder. For its Mass Cards, the Company charges an annual membership fee in an average range from KRW10,000 to KRW12,000 per credit card. Annual membership fees for premium cards vary from KRW100,000 to KRW1,000,000.

Woori Card charges a periodic finance charge at a fixed rate of interest ranging from 6.4 per cent. to 26.4 per cent. per annum on the outstanding balance under an Account. There is no periodic finance charge assessed on Credit Card Service balances for which payment is made on the Lump Sum Basis provided that the payment is paid on or before the applicable settlement date. Periodic finance charges on Cash Advances and Instalment Purchases are based on fixed interest rates determined by reference to the credit scoring of the Accountholder and the number of scheduled instalments. The charges for Cash Advances range from 6.4 per cent. to 26.4 per cent. per annum, while charges for Instalment Purchases are from 9.5 per cent. to 19.5 per cent. per annum.

Woori Card also charges the fees charged by other financial institutions, such as a fee for Cash Advances rendered through the use of an automated teller machine.

Woori Card charges merchant fees typically ranging from 1.5 per cent. to 2.5 per cent. of the purchased amount, depending on the merchant type. Mark-up fees, borne by the Cardholder, are charged for international purchases made on a Lump-Sum Basis. VISA International charges and MasterCard International each charge a mark-up fee of one per cent.

If an Account is delinquent, a delinquency fee is charged instead of the periodic finance charge described above, calculated on the principal balance owed and the period of delinquency, measured in days. The delinquency fee rate ranges from 22.5 per cent. to a maximum rate of 27.9 per cent. per annum.

Although making payments on a revolving basis is more common in many other countries, this payment method is still in its early stages of development in Korea. Cardholders in Korea are generally required to repay their purchases within approximately 14 to 44 days of purchase depending on their payment cycle,

except in the case of instalment purchases where the repayment term is typically two to 36 months. Accounts that remain unpaid after this period are deemed to be delinquent, and Woori Card levies late charges on and closely monitors such accounts. For purchases made on an instalment basis, Woori Card charges interest on unpaid amounts at rates that vary according the terms of repayment.

SERVICING

Transaction Approval Process

Credit card transaction approvals are primarily conducted electronically through the "valued-added network" of e-companies ("**VAN companies**") and BC Card. VAN companies collect transaction information and send it to BC Card and the Company for approval. During the real time approval process, the Company instantly checks whether the transacting party is an approved Cardholder, whether the Card has been stolen or terminated, whether the merchant is registered with the Company and whether the transaction amount exceeds approved credit limits. After the transaction approval, BC Card matches the approval information and the merchant invoices before making payment to the merchants.

Billing Process

The Company sends a billing statement to the relevant Accountholder which includes charges incurred on all Cards issued under his or her Account and amounts due under any outstanding Card Loans, by physical mailing or electronic mail. Billing statements are also available online by password controlled access to Woori Card's internet web site. The Company offers a variety of payment dates to each Accountholder. See "*– Overview – The Accounts*" above. Each statement consolidates all activity during the month on each Card issued under the Account.

Verification and Payments to Merchant

Prior to making payment to merchants, the Company verifies the validity of the sales transaction information.

Upon completion of the verification process, the Company makes payment to the merchant generally within two business days after receipt of the transaction information.

PAYMENT METHODS

Auto Debit

A majority of Cardholders use the Auto Debit repayment method, whereby Woori Card automatically withdraws payments from a bank account designated by the Cardholder or borrower with an allied bank or member of the CMS network of KFTC.

CMS

An alternative method of repayment offered to Cardholders is the Cash Management Service ("**CMS**"). If a Cardholder chooses the CMS option, the Cardholder completes a CMS application form (obtained from one of the financial institutions listed below) to request a money transfer to the collection account of Woori Card established at the same institution. Cardholders can make a real time CMS payment over the telephone or via internet banking. Banks participating in the CMS system are Woori Bank, IBK, KEB, Hana, SCFB, Kwangju, Woori, Kookmin, Daegu, Kyungnam, Pusan, Jeonbuk, NACF, the Korean Postal Service.

ARS and Internet

Cardholders can check amounts due for a billing cycle using ARS or via the internet. The Cardholder designates an account for payment from which Woori Card immediately draws the payment amount.

DELINQUENCIES

Failure to make full payment of billed amounts by the payment due date will cause late fees to accrue.

RESTRUCTURING

For certain customers, Woori Card may offer to restructure delinquent payments allowing the Cardholder to make payments in instalments. In general, the payment terms for restructured loans consist of an optional down payment and subsequent mandatory monthly interest and principal payments. The restructured loan payment period is subject to a maximum length of 60 months. Woori Card requires prepayment of a certain amount of the outstanding delinquent principal amount. These restructured loans do not form part of the Receivables Pool. Any Accounts which become restructured Accounts will cease to be Eligible Accounts.

WRITE-OFFS

Woori Card can charge-off debts, with FSS approval, on a quarterly basis for balances with an estimated loss of over KRW10 million. No minimum delinquency period or collection effort is required for charge-offs.

DESCRIPTION OF THE RECEIVABLES

GENERAL

The Receivables are a pool of Won-denominated credit card receivables consisting of amounts owed by Accountholders on certain Accounts designated from time to time (the "**Designated Accounts**") for Credit Card Services, Instalment Purchases, Cash Advances and Revolving Purchases, and including finance charges, other fees and charges and any other amounts owed by Accountholders thereunder. See "*Master Definitions Schedule*" and *"The Originator*".

On the Closing Date, the Originator will entrust to the Trustee all of its rights and interest in all Receivables existing as at the close of business on the Closing Date in certain Accounts and all Receivables arising from time to time thereafter in such Accounts. From time to time during the Revolving Period or the Controlled Amortisation Period, the Originator may (subject to certain conditions precedent set forth in the Trust Agreement) entrust to the Trustee for the benefit of the Interestholders all of its rights and interest in the Receivables arising under specified Additional Accounts at the relevant entrustment date and from time to time thereafter in such Accounts. The entrustment of Receivables by the Originator will be for a period commencing on the date of entrustment and ending on the earlier of (a) the date on which all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations have been paid in full and (b) the Note Legal Maturity Date.

From time to time during the Revolving Period and the Controlled Amortisation Period, the Trustee may, subject to the conditions specified in the Trust Agreement, upon written request from the Originator, reassign to the Originator all of the Trustee's rights and interest in the Receivables then existing and arising from time to time thereafter in certain Designated Accounts identified by the Originator. Following such reassignment, the relevant Accounts and any receivables arising thereunder will no longer be Trust Assets.

If an Asset Warranty is breached in respect of any Receivable, the Trustee may reassign such Receivable (together with all other Receivables in the Designated Account in which such Receivable arose) to the Originator, and the Originator will pay the Reassignment Price to the Trust for such Receivables. If the Receivable is not reassigned to the Originator and it subsequently becomes a Defaulted Receivable, the Originator will indemnify the Trustee in an amount equivalent to the Reassignment Price for such Receivable. Prior to the payment by the Originator of the Reassignment Price for any such Receivables, or at any time following the commencement of the Early Amortisation Period or on or after the Enforcement Date, Collections on such Receivables (other than Seller Collections) will be treated as Eligible Account Collections.

Accordingly, the amount of Receivables to which the Trustee is entitled from time to time will fluctuate as Designated Accounts are removed from, or added to the Trust, as Receivables are reassigned, as New Receivables are generated in Designated Accounts and as existing Receivables are collected, written-off as uncollectible or otherwise become subject to a Receivable Balance Adjustment.

THE RECEIVABLES

As at the Initial Cut-off Date, there were 526,843 Designated Accounts with an aggregate Receivable Balance of KRW672,382,777,697. As at such date, the average Receivable Balance per Designated Account was KRW1,276,249, the average credit limit was KRW6,742,365 and the average Receivable Balance as a percentage of the average credit limit was 18.93 per cent.

The following tables summarise the Accounts by various criteria as at the Initial Cut-off Date. The characteristics of the Receivables Pool will change over time and there can be no assurance that the Receivables Pool will have characteristics similar to those presented in the following tables as at any date other than the Initial Cut-off Date. The figures in each column may not add up to the stated total due to rounding.

Composition of Accounts by Age of Accountholders

(as of 18 September 2017) (KRW)

Age of Accountholders	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
~ 24	6,367	1.2%	7,442,560,943	3,233,407,494	3,751,236,695	443,721,276	14,195,478	–
25 ~ 29	36,678	7.0%	42,938,799,476	18,932,754,393	18,557,196,696	1,343,883,871	4,104,964,516	–
30 ~ 34	62,904	11.9%	76,336,100,952	37,520,328,622	28,198,684,327	2,315,374,054	8,293,358,780	8,355,169
35 ~ 39	86,593	16.4%	107,606,079,896	57,486,801,869	35,615,258,381	4,101,670,731	10,386,840,450	15,508,465
40 ~ 44	83,539	15.9%	107,949,273,520	58,556,599,285	35,817,220,465	5,523,209,629	7,999,258,026	52,986,115
45 ~ 49	91,361	17.3%	122,492,040,900	64,530,790,452	42,713,499,629	8,531,971,915	6,686,893,245	28,885,659
50 ~ 54	75,371	14.3%	101,213,242,940	50,321,823,134	38,075,417,217	7,920,557,434	4,878,978,192	16,466,963
Over 55	84,030	15.9%	106,404,679,070	50,488,201,691	42,732,308,147	8,638,150,066	4,510,863,216	35,155,950

Composition of Accounts by Account Age

(as of 18 September 2017)

(in KRW)

Account age	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
~ 1	48,402	9.2%	54,911,309,079	26,100,332,637	20,839,392,472	1,763,026,259	6,208,557,711	–
~ 2	67,681	12.8%	76,404,891,905	40,431,647,031	27,972,497,767	2,579,346,363	5,421,400,744	–
~ 3	44,550	8.5%	54,882,887,827	29,008,284,209	20,479,387,785	2,378,791,178	3,016,424,655	–
~ 4	30,519	5.8%	38,592,811,073	18,238,297,681	15,538,507,299	2,180,066,475	2,635,939,618	–
~ 5	21,093	4.0%	26,899,764,670	12,629,925,987	10,363,426,349	1,578,735,502	2,327,676,832	–
~ 6	22,128	4.2%	26,851,244,310	13,572,544,849	10,251,754,911	980,695,108	2,046,249,442	–
~ 7	23,165	4.4%	28,828,722,713	14,694,430,002	10,824,360,169	1,131,850,540	2,178,082,002	–
Over 7	269,305	51.1%	365,011,146,120	186,395,244,544	129,191,494,805	26,226,027,551	23,041,020,899	157,358,321

Composition of Accounts by Payment Method

(as of 18 September 2017)

(in KRW)

Payment Method	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
AUTO DEBIT	526,843	100%	672,382,777,697	341,070,706,940	245,460,821,557	38,818,538,976	46,875,351,903	157,358,321

Composition of Accounts by BSS Score

(as of 18 September 2017)

(in KRW)

BSS Score	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
0 ~ 379	15,760	3.0%	33,346,869,853	7,881,792,314	15,288,024,132	7,646,242,414	2,492,053,580	38,757,413
380 ~ 399	15,037	2.9%	30,488,600,604	8,160,970,502	14,050,825,669	5,789,763,048	2,445,662,867	41,378,518
400 ~ 419	21,667	4.1%	38,851,943,572	11,974,998,789	17,039,051,329	6,535,585,570	3,284,256,216	18051668
420 ~ 439	28,200	5.4%	46,235,327,363	15,522,692,979	20,926,022,010	5,780,927,044	3,980,348,081	25,337,249
440 ~ 459	45,392	8.6%	64,925,786,731	26,376,716,062	27,688,670,408	5,828,831,722	5,027,001,387	4,567,152
460 ~ 479	60,043	11.4%	79,330,430,675	36,503,826,031	31,494,909,661	5,182,418,205	6,145,355,538	3,921,240
480 ~ 499	69,760	13.2%	82,646,812,268	44,745,543,690	30,395,491,038	1,088,697,546	6,408,582,274	8,497,720
500 ~ 519	67,278	12.8%	78,877,958,108	43,191,811,900	30,292,142,597	325,364,749	5,065,778,862	2,860,000
520 ~ 539	69,386	13.2%	80,646,177,548	46,523,150,987	29,253,845,811	276,345,178	4,582,098,884	10,736,688
540 ~ 559	87,357	16.6%	90,194,015,055	62,318,379,701	22,379,636,747	242,455,524	5,250,292,410	3,250,673
560 ~ 584	46,963	8.9%	46,838,855,920	37,870,823,985	6,652,202,155	121,907,976	2,193,921,804	0

Composition of Accounts by Principal Balance

(as of 18 September 2017)

(in KRW)

Outstanding Bal	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
~ 1 MILLION	321,225	61.0%	166,255,065,853	114,875,318,223	42,595,697,134	2,058,706,592	6,722,596,778	2,747,126
~ 1.5 MILLION	76,642	14.5%	93,893,565,927	55,786,150,571	31,369,304,114	2,358,638,320	4,377,340,846	2,132,076
~ 2 MILLION	43,276	8.2%	74,859,973,457	39,848,564,310	28,265,670,206	2,804,863,402	3,937,517,117	3,358,422
~ 2.5 MILLION	25,975	4.9%	57,896,832,255	27,785,525,959	23,846,480,878	2,921,879,097	3,337,323,522	5,622,799
~ 3 MILLION	16,413	3.1%	44,905,019,418	19,881,957,358	18,976,764,644	2,946,423,738	3,095,443,443	4,430,235
~ 5 MILLION	27,779	5.3%	105,176,075,106	39,574,097,789	46,201,619,629	9,989,264,614	9,390,805,792	20,287,282
~ 10 MILLION	12,499	2.4%	83,039,971,421	25,097,729,044	35,946,354,288	11,585,132,428	10,355,146,123	55,609,538
~ 15 MILLION	1,913	0.4%	22,868,713,552	6,570,109,897	10,136,927,154	2,864,161,883	3,267,742,446	29,772,172
~ 20 MILLION	844	0.2%	14,881,834,623	5,596,866,748	6,111,404,955	1,213,720,671	1,926,443,578	33,398,671
~ 50 MILLION	270	0.1%	8,188,719,394	5,758,275,907	1,889,702,998	75,748,231	464,992,258	–
50 ~ MILLION	7	0.0%	417,006,691	296,111,134	120,895,557	–	–	–

Composition of Accounts by Credit Limit

(as of 18 September 2017)

(in KRW)

Total Credit Limit	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
~ 4,990,000	219,337	41.6%	195,230,178,493	106,863,697,784	69,703,884,545	7,635,425,211	11,011,405,312	15,765,641
~ 9,990,000	190,497	36.2%	247,276,290,690	119,550,496,314	93,892,029,362	14,619,886,098	19,182,235,555	31,643,361
~ 14,990,000	77,671	14.7%	124,304,671,742	60,886,034,629	44,973,414,661	9,670,390,735	8,718,627,364	56,204,353
~ 19,990,000	20,815	4.0%	43,039,282,743	20,246,022,538	15,820,408,635	3,903,784,218	3,030,859,613	38,207,739
~ 24,990,000	16,310	3.1%	48,337,231,681	23,648,495,495	18,214,624,543	2,851,770,714	3,606,803,702	15,537,227
~ 29,990,000	247	0.0%	1,035,026,001	618,156,981	347,967,244	27,900,000	41,001,776	0
~ 34,990,000	538	0.1%	3,490,452,298	1,872,851,150	758,677,237	56,248,231	802,675,680	0
~ 39,990,000	188	0.0%	922,896,513	668,799,439	206,955,159	1,550,000	45,591,915	0
~ 44,990,000	223	0.0%	1,737,239,625	1,176,958,939	441,947,727	5,273,769	113,059,190	0
~ 49,990,000	144	0.0%	679,423,190	532,131,358	98,869,818	13,860,000	34,562,014	0
~ 69,990,000	873	0.2%	6,330,084,721	5,007,062,313	1,002,042,626	32,450,000	288,529,782	0

Composition of Accounts by Payment Date

(as of 18 September 2017)

(in KRW)

Payment Date	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
1	56,734	10.8%	69,333,461,160	35,834,738,075	25,015,607,048	3,023,661,799	5,447,414,663	12,039,575
2	1,816	0.3%	2,467,098,125	1,153,198,510	914,627,328	114,958,755	264,452,387	19,861,145
3	1,286	0.2%	1,778,892,311	806,968,096	724,711,157	82,838,818	164,374,240	0
4	436	0.1%	614,805,715	251,591,995	267,895,123	35,753,307	59,565,290	0
5	39,815	7.6%	50,611,351,006	23,819,619,282	19,608,637,801	3,799,575,033	3,347,601,120	35,917,770
6	2,575	0.5%	3,073,673,861	1,309,475,126	1,324,053,164	143,722,519	296,423,052	0
7	2,203	0.4%	2,866,486,264	1,199,663,900	1,153,292,423	206,718,430	305,217,865	1,593,646
8	1,770	0.3%	2,389,205,615	965,651,117	998,238,693	191,824,930	233,062,204	428,671
9	330	0.1%	437,142,517	208,664,055	179,164,771	21,254,231	28,059,460	0
10	27,607	5.2%	31,915,174,167	12,821,383,695	14,083,905,295	2,146,907,355	2,859,266,986	3,710,836
11	5,056	1.0%	5,724,597,090	2,152,833,042	2,581,653,112	367,281,626	622,729,310	100,000
12	15,071	2.9%	18,246,030,770	6,650,356,857	7,916,807,662	2,476,470,016	1,198,796,235	3,600,000
13	1,141	0.2%	1,320,296,971	486,710,389	607,536,652	87,854,941	138,194,989	0
14	27,178	5.2%	24,621,662,356	12,877,461,143	9,480,964,179	627,747,888	1,635,289,146	200,000
15	36,800	7.0%	38,239,521,650	13,250,671,305	19,130,821,928	2,526,051,191	3,329,448,073	2,529,153
16	2,341	0.4%	2,851,362,955	1,120,678,976	1,193,639,755	208,809,087	327,044,902	1,190,235
17	3,201	0.6%	3,890,526,736	1,654,872,254	1,615,674,616	254,499,527	361,280,339	4,200,000
18	2,403	0.5%	2,669,816,457	1,181,401,051	1,085,294,115	159,940,776	239,741,040	3,439,475
19	419	0.1%	691,646,051	401,629,160	214,557,458	19,910,000	55,549,433	0
20	27,862	5.3%	39,009,420,202	20,468,248,432	13,887,408,484	2,005,415,318	2,648,347,968	0
21	20,621	3.9%	27,190,862,822	15,311,249,925	8,550,040,456	1,081,086,758	2,246,135,683	2,350,000
22	2,505	0.5%	3,293,237,663	1,828,741,024	1,033,512,453	146,129,732	284,854,454	0
23	44,184	8.4%	63,515,693,727	34,115,127,452	21,065,005,036	4,311,242,087	4,005,801,094	18,518,058
24	1,119	0.2%	1,604,927,279	822,572,229	551,127,955	51,821,586	179,405,509	0
25	158,672	30.1%	211,835,466,847	118,149,368,303	70,801,275,689	8,587,087,455	14,259,967,827	37,767,573
26	10	0.0%	6,355,063	2,785,411	2,973,119	0	596,533	0
27	43,688	8.3%	62,184,062,317	32,225,046,136	21,472,396,085	6,139,975,811	2,336,732,101	9,912,184

Composition of Accounts by Geographical Distribution

(as of 18 September 2017)

(in KRW)

Geographic Region	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
Kangwon	6,830	1.3%	8,781,348,019	4,342,913,718	3,360,468,767	486,118,511	591,847,023	–
Kyunggi	165,187	31.4%	206,414,766,556	103,963,267,736	76,153,698,402	11,841,301,451	14,389,376,608	67,122,359
Kyungnam	19,034	3.6%	24,486,255,581	12,207,941,341	9,039,537,159	1,574,854,447	1,652,860,633	11,062,001
Kyungbuk	14,023	2.7%	17,547,474,342	8,951,280,344	6,187,654,983	1,300,178,388	1,105,810,310	2,550,317
Kwangju	9,204	1.7%	11,962,704,462	6,224,618,372	4,214,186,333	541,852,095	982,047,662	–
Daegu	14,931	2.8%	18,711,698,970	10,032,056,564	6,569,711,964	913,283,562	1,196,646,880	–
Daejeon	11,569	2.2%	14,447,072,576	7,905,572,427	4,715,673,955	698,336,278	1,114,275,367	13,214,549
Busan	29,351	5.6%	37,233,017,964	18,105,278,205	14,238,773,504	2,393,514,588	2,477,276,854	18,174,813
Seoul	175,282	33.3%	229,282,696,597	117,383,869,397	82,796,530,578	13,092,407,813	15,972,339,513	37,549,296
Sejong	2,302	0.4%	2,966,748,530	1,703,323,521	961,691,264	98,641,616	202,463,707	628,422
Ulsan	7,128	1.4%	8,916,039,721	4,502,712,958	3,212,044,833	619,165,125	580,523,159	1,593,646
Inchon	31,278	5.9%	38,109,991,272	18,253,248,191	14,730,191,500	2,376,334,921	2,748,703,742	1,512,918
Jeonnam	8,498	1.6%	11,420,505,597	5,893,818,856	4,095,545,949	712,979,938	718,160,854	–
Jeonbuk	8,787	1.7%	11,759,391,897	6,014,817,089	4,163,909,106	522,928,260	1,054,737,442	3,000,000
Jeju	2,610	0.5%	3,840,819,568	1,918,788,882	1,469,931,663	182,127,278	269,971,745	–
Choongnam	13,154	2.5%	16,978,311,766	8,701,226,486	6,143,692,765	907,482,480	1,225,460,035	450,000
Choongbuk	7,675	1.5%	9,523,934,279	4,965,972,853	3,407,578,832	557,032,225	592,850,369	500,000

Composition of Accounts by Number of Credit Cards per Accountholder

(as of 18 September 2017)

(in KRW)

No. of Card per Obligors	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
1	371,243	70.5%	429,938,948,253	215,429,001,229	157,878,843,649	27,988,687,145	28,541,610,955	100,805,275
2	121,262	23.0%	175,126,625,905	90,282,852,564	63,894,873,408	8,305,331,859	12,614,303,465	29,264,609
3	26,744	5.1%	48,819,626,325	25,072,754,939	17,685,573,507	1,974,130,418	4,067,472,845	19,694,616
4	5,505	1.0%	12,291,459,304	6,733,478,809	4,167,163,132	394,290,457	991,333,085	5,193,821
Over 5	2,089	0.4%	6,206,117,910	3,552,619,399	1,834,367,861	156,099,097	660,631,553	2,400,000

Composition of Accounts by Delinquency History

(as of 18 September 2017)

(in KRW)

Frequency of Arrear [1)]	No. of Accounts	%	Total principal balance	Lump Sum Purchases	Instalment Purchases	Cash Advances	Revolving Purchases	Revolving Cash Advances
Total	**526,843**	**100.0%**	**672,382,777,697**	**341,070,706,940**	**245,460,821,557**	**38,818,538,976**	**46,875,351,903**	**157,358,321**
0	386,494	73.4%	471,362,113,205	248,977,537,705	168,846,374,430	21,929,315,710	31,518,411,105	90,474,255
1	91,885	17.4%	130,162,968,649	60,624,522,200	49,324,737,175	10,279,309,711	9,898,135,434	36,264,129
2	48,464	9.2%	70,857,695,843	31,468,647,035	27,289,709,952	6,609,913,555	5,458,805,364	30,619,937

THE SERVICER AND BACK-UP SERVICER

The Trustee has appointed Woori Card as the Servicer to provide certain collection, reporting and management services in relation to the Receivables (see "*Transaction Overview – Servicing*"). As of 30 June 2017, Woori Card provided collection and management services for total assets with a value in excess of KRW7.15 trillion, including its own accounts and formerly owned accounts that have been sold in asset sales to third parties. The Originator has established procedures for servicing receivables such as segregating the administrative records relating to the underlying accounts as well as the loan agreements from other property and agreements it manages and administers.

The Bond Issuer has appointed Woori Bank, rated "A2" and "P-1" by Moody's, to act as the Back-up Servicer to assume the role of Servicer in the event of the termination of the appointment of Woori Card as Servicer (see "*Transaction Overview – Servicing – Servicer Termination Events*"). To ensure the effective transfer of duties upon the appointment of the Back-up Servicer as Servicer, the Back-up Servicer has the right to request such information from the Servicer as it considers, in its commercially reasonable opinion, necessary for the performance of its obligations under the Servicing Agreement, and will receive all reports and communications generated by the Servicer or delivered to the Servicer pursuant to the Servicing Agreement.

Pursuant to the termination of the appointment of Woori Card as Servicer, the Servicer and the Back-up Servicer will take such action as is more particularly set out in the Servicing Agreement to integrate and test the compatibility between the hardware and software systems used by Woori Card and those of Woori Bank.

A Data File will be delivered to the Back-up Servicer on a monthly basis by the Servicer.

The Back-up Servicer will prepare a Receivables Data Report each month within eight Business Days of receipt of each Data File. Such report will be delivered to the Majority Investor, the Transaction Administrator, the Trustee, the Investor Interestholder, the Rating Agency and each Swap Provider.

Under the terms of the Servicing Agreement, the Servicer is required to service the Receivables in accordance with the Credit Card Guidelines and the Servicer's duties and obligations include:

- the collection of amounts in respect of the Receivables;
- communications with Accountholders;
- keeping records relating to the administration of the Receivables;
- taking enforcement action in relation to Receivables;
- preparing the Monthly Servicer Report and delivering it to, amongst others, the Bond Issuer, the Note Trustee and the Back-up Servicer; and
- upon termination of its appointment, serving jointly with the Back-up Servicer the notices required to be served on Accountholders in relation to the change of Servicer.

The Servicer is required to deposit into the Trust Collection Account all amounts received by it in respect of Receivables on the Seoul Business Day following (i) the date of receipt of the confirmation file from each Automatic Debit Bank in the case of payments received by Auto Debit and (ii) on the second Seoul Business Day after receipt in respect of other payment methods.

For so long as the Servicer is the Originator, the Servicer is entitled to a Servicer Fee of 0.01 per cent. per annum of the aggregate Receivable Balance of all Receivables on the first day of the Collection Period immediately preceding each Trust Distribution Date. If Woori Bank is the Servicer, the Servicer is entitled to such fee as has been agreed in the Woori Fee Letter.

Following the occurrence of a Servicer Termination Event, the Note Trustee may terminate the Servicer's appointment and replace the Servicer with the Back-up Servicer or a Substitute Servicer.

The Back-up Servicer is required by the Servicing Agreement to, amongst other things, do the following:

- test the format and contents of information provided to it by the Servicer;
- prepare a Receivables Data Report each month setting out information in relation to Interest Collections, Principal Collections and delinquencies in respect of the relevant Collection Period;
- review and, if necessary, update annually the transfer plan in relation to the action to be taken should it assume the role of Servicer; and
- serve notices on the Accountholders notifying them of its assumption of the role as Servicer and of the entrustment of the Receivables to the Trustee.

RATING

Certain characteristics of the Receivables and the arrangements for the protection of the Noteholders in respect of the risks involved have been reviewed by the Rating Agency. It is a condition of the issuance of the Notes that the Notes are assigned a rating of "Aaa(sf)" by Moody's. This rating relates to the timely payment of interest on the Notes and full payment of principal of the Notes on or before the Note Legal Maturity Date. A rating is not a recommendation to buy, sell or hold securities, does not address the likelihood or timing of prepayment, if any, or the receipt of default interest and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation. See "*Risk Factors – Risks Relating to the Notes – Ratings of the Notes*".

THE KOREAN CREDIT CARD INDUSTRY

INTRODUCTION OF CREDIT CARDS IN KOREA

Credit cards were originally introduced in Korea by retailers who would issue cards to their customers as a payment method. In 1969, Shinsegae Department Store issued Korea's first domestic credit card to its shoppers.

Korean banks entered the credit card sector in 1978 when Korea Exchange Bank issued international credit card under a license agreement with VISA International, Inc., which was followed by Kookmin Bank in 1980. In 1982, several commercial banks jointly established the Bank Credit Card Association (later renamed "BC Card" in 1987), which issued cards for its participants. In addition, foreign credit card companies such as American Express Company and Diners Company International Ltd.. entered the Korean market in 1980 and 1984, respectively. The enactment of the Credit Card Business Act in 1987 restricted the operation of credit card business to government-licensed firms. As a result, Korea Exchange Bank and Kookmin Bank transferred their respective credit card related operations to their affiliated companies. In the late 1980s, large conglomerates, also known as *chaebols,* such as Samsung Group and LG Group, acquired existing credit card companies and entered into the credit card market. The entrance of new credit card companies that were affiliated to banks, which had a well-established customer base, and *chaebols* contributed to the broadening use of credit cards in Korea.

Currently, the Korean credit card industry, exclusive of independent merchants providing credit cards for use solely at its merchants, is comprised of 11 banks with credit card operations and nine independent credit card companies, six of which are bank-affiliated credit card companies and three of which are monoline credit card companies. All of the independent credit card companies in Korea are either bank-or *chaebol*-affiliated. *Chaebol*-affiliated credit card companies include Hyundai Card, Samsung Card and Lotte Card. The current credit card landscape in Korea is set forth in the table below:

Classification	Number	Companies
Independent Credit Card Companies (9)		
Bank Affiliated	6	BC Card, Woori Card, KDB Capital, KEB Hana Card, KB Kookmin Card, Shinhan Card
Specialty	3	Samsung Card, Hyundai Card, Lotte Card
Banks Operating Credit Card Business (11)	11	Standard Chartered Bank Korea Limited, Industrial Bank of Korea, NH Bank, Daegu Bank, Pusan Bank, Kyongnam Bank, Citibank Korea, Jeju Bank, Suhyup Bank, Jeonbuk Bank, Kwangju Bank

Growth

Credit card companies in Korea primarily provide financing for purchase of merchandise and services, payment for which must be made either (i) in full on each monthly payment date (*i.e.*, lump sum), (ii) in equal monthly instalment over as pre-selected period of time (*i.e.*, instalment) or (iii) on a revolving basis subject to a minimum percentage of the amount outstanding on each monthly payment date (*i.e.*, revolving). Credit card companies also provide cash advance services, under which card members may borrow cash from automatic teller machines or cash dispensers subject to daily interest charges, and card loan services, which are small amount unsecured loans provided to card members.

Credit card companies began to play a significant role after 1997 in Korea. The growth of the credit card industry mirrored the rebound of Korean economy following the 1997 Asian financial crisis. In 1998, the Government introduced a set of policies to promote the use of credit cards. In 1999, the Government abolished the KRW700,000 limit on cash advances a cardholder may receive in a given billing cycle. In 1999, a shared merchant system was introduced to increase the convenience of credit card usage. Under this shared merchant system, if one or more credit card companies enter into an agreement with a merchant to allow their cardholders to use their credit cards to purchase such merchant's merchandise or service, then such merchant is required to accept the credit cards issued by every other credit card company in Korea under the same terms as set forth under the original agreement. This shared merchant legislation was followed by a new tax policy aimed at improving transparency in the Korean tax system, the effect of which was to encourage credit card usage. In September 1999, the Korean National Tax Service introduced an income deduction scheme, which allows a taxpayer a deduction from taxable income an amount equal to 10 per cent. of the aggregate card purchase volume amount in a given taxable year that exceeds 10 per cent. of such taxpayer's total gross income for such taxable year, subject to a maximum amount a taxpayer can deduct which can vary from year to year. In addition, the Government commenced operating a state-run monthly lottery for credit card users in 2000.

In the late 1990s and early 2000s, credit card companies, led by Samsung Card and LG Card, developed new services and aggressively marketed their products. Cash advance and card loan services were granted to more members and the limits on such advances and loans were raised. Membership reward programmes were introduced and expanded, and various discount benefits were provided to credit card members. The credit card companies hired "credit planners" who were paid by the number of new card member recruits, and the more aggressive credit planners signed up new card members off the street with little or no background or credit check.

The Government's incentives to promote credit card usage, together with aggressive marketing of credit card companies, contributed to the overall growth of the credit card industry in Korea during this period. The growth in credit card service use was also attributable to the absence of personal checking system in Korea and the absence of alternative consumer finance products. From 1998 to 2002, the transaction amount related to (i) credit card purchases, repayable in full or in instalments, grew at a compound annual growth rate ("**CAGR**") of 71.3 per cent. and (ii) cash advances grew at a CAGR of 81.4 per cent. according to the Credit Finance Association of Korea. The total number of credit cards issued in Korea was approximately 42.0 million in 1998 and approximately 104.8 million in 2002, representing an increase of 149.5 per cent. The number of credit cards per card user grew from 2.0 cards in 1998 to 4.6 cards in 2002. The overall growth of the credit card industry in Korea according to the Credit Finance Association of Korea is set forth in the table below:

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Credit card transaction volume										
Credit card purchases	335,559	360,567	376,363	412,106	441,813	478,024	488,723	500,518	534,932	596,032
Cash advances	91,431	88,759	81,452	81,320	80,170	74,995	68,306	63,326	59,503	59,329
Total	426,990	449,326	457,815	493,426	521,983	553,019	557,029	563,844	594,435	655,361
Number of credit card in issue (thousands)	8,957	9,625	10,699	11,659	12,214	11,623	10,203	9,232	9,314	9,564
Number of credit cards per economically active person [(1)]	3.7	4.0	4.4	4.7	4.8	4.6	3.9	3.5	3.5	3.5
Number of merchants (thousands)	175	185	187	208	219	221	226	234	242	250

RECENT STATUS

Korea currently has a relatively high credit card penetration ratio in terms of number of cards per capita and card usage compared to private consumption. Koreans settle more than 70 per cent. of their consumption spending using a credit card according to the Credit Finance Association of Korea. The prevalence of credit card usage among Korean consumers is also reflected in the number of credit cards per economically active person, which was 3.5 cards per economically active person as of 31 December, 2016.

The Korean credit card industry has been showing steady growth due to an increase in personal expenditure and consumption and an increase in credit card transactions since 2005. Due to this steady growth, competition among credit card companies has intensified which has resulted in increased credit card benefits to customers.

These developments have helped independent credit card companies more than bank operated credit card businesses because independent credit card companies can focus solely on the credit card business. As banks have focused more on mortgage loans, which is their primary retail business, their credit card businesses consequently have declined. As a result, this has contributed to the growing market share of independent credit card companies.

In addition, credit card companies have enhanced their credit risk management capabilities. Since the commencement of the global financial crisis in 2008, credit card companies have taken measures to reduce their credit risk by managing credit limits and reassessing their customer group, among others, while maintaining the quality of their asset portfolios and cardholders. Despite strengthening credit card regulations by the Government and the possibility of reduced profitability due to increased competition, the credit card industry has maintained steady growth. It maintained a steady level of profitability mainly due to lowering credit costs through improving asset quality and a decrease in funding costs amidst a low interest rate environment. The capital adequacy ratio of the independent credit card companies rose from 19.0 per cent. in 2005 to 25.5 per cent. in 2016, according to the FSS. As of 31 December, 2016, the capital adequacy ratio of all independent credit card companies exceeded the 8.0 per cent. guideline provided by the FSC. From 2008 to 2016, the quality of the assets of the independent credit card companies improved. The average delinquency ratio of the independent credit card companies fell from 3.8 per cent. as of 31 December, 2008 to 1.44 per cent. as of 31 December 2016 according to the FSS.

REGULATION AND SUPERVISION OF THE KOREAN CREDIT CARD INDUSTRY

The Korean credit card industry is primarily governed by the Specialised Credit Financial Business Act (the "**SCFBA**") which regulates the business activities of Specialised Credit Financial Business Companies ("**SCFCs**") licensed by, or registered with, the Financial Services Commission of Korea (the "**FSC**"). The businesses of SCFCs consist of (i) credit cards, (ii) facility leasing businesses, (iii) instalment financing and (iv) new technology venture capital.

The SCFBA requires licensing and/or registration of SCFCs and regulates their business practices. Any person wishing to engage in the credit card business must obtain a licence from the FSC (except for a person who engages in certain wholesale or retail business), while any person wishing to engage in the leasing, instalment finance or technology venture capital businesses may register with the FSC in order to take the benefit of the SCFBA. An SCFC is regulated by the FSC, which has the right to review the operations of such SCFCs and inspect their records to ensure compliance with the provisions of the SCFBA. The FSC has the authority to suspend the operations of credit card companies for up to six months upon non-compliance with certain regulations under the SCFBA and certain administrative orders. The FSC is entitled to cancel a licence or registration, as the case may be, if an SCFC fails to comply with certain regulations of the SCFBA or administrative orders, including a suspension order.

The SCFBA prohibits an SCFC from extending loans over certain limits to its major shareholders (including certain specially-related persons of the major shareholders). The aggregate amount of the credit extended by an SCFC to its major shareholders shall not exceed 50 per cent. of its equity capital. An SCFC in violation of this rule is subject to a penalty by FSC of up to 20 per cent. of the excess amount of the extended credit and/or a criminal fine not exceeding KRW50,000,000.

Under the SCFBA, an SCFC is not permitted to acquire real estate other than those to be used for certain prescribed business purposes and the FSC may limit the aggregate amount of real estate which an SCFC may acquire for such business purposes up to a certain percentage of shareholders' equity; provided however, that such limit must be not less than 100 per cent. of shareholders' equity.

In connection with the issuance of credit cards and extension of credit to cardholders, the SCFBA, its Enforcement Decree and the supervisory regulation of the FSC provide that credit card companies:

(a) must check the identity of a new card applicant before issuing a card and may not renew or replace a card which has not been used for the past six months without the written consent of the cardholder concerned;

(b) are permitted to set a credit limit only after assessing the financial situation of the individual cardholder, but in any event the limit must not be higher than the amount requested by the cardholder;

(c) may issue a credit card to a card applicant who is aged 19 or older (18 or older, if the applicant can prove the applicant's employment at the time of the application) and is deemed by it under its internal guidelines (which should include such factors as income, assets and liabilities by which to assess the financial capability of card applicants) as being capable of paying his credit card debts;

(d) as of the end of each quarter, must keep the average balance of the receivables arising in connection with the credit extension to its credit cardholders during the relevant quarter, except for certain receivables, not in excess of the sum of (i) the average balance of the receivables arising in connection with the purchase by its credit cardholders of goods or services and (ii) the aggregate amount of transactions made by debit cardholders, in each case, during the same quarter;

(e) are forbidden from soliciting customers by (i) multilevel sales, (ii) offering free benefits exceeding 10 per cent. of the annual membership fee to potential card members, (iii) street-hawking or (iv) door-to-door solicitation without prior consent from the potential customer, except in the case of solicitation in offices used for business purposes which does not require such consent; and

(f) are required to register all solicitors of credit card memberships with the Credit Finance Association.

Further, if a cardholder objects to the bills charged to his or her credit card, he or she will not be obligated to make payments until the FSC has finished its investigation thereon. The level of allowance for credit card receivables held by credit card companies is similar to that of commercial banks.

THE INSTALMENT TRANSACTION ACT

In addition to the SCFBA, the Instalment Transactions Act (the "**ITA**") protects consumers who enter into instalment purchase contracts for the purchase of merchandise by ensuring fairness in such transactions.

The ITA is applicable to any instalment purchase contract where (a) a purchaser of merchandise (the "**purchaser**") makes instalment payments for merchandise three or more times over a period of two or more months to the merchant or a credit provider (usually a credit card company) and (b) takes delivery of the merchandise before full payment of the price is made.

The ITA states that a purchaser may revoke an instalment purchase contract by providing written notice to the merchant expressing his or her intention to revoke the contract within seven days from the later of the day on which he or she has received the contract documents and the date of receipt of the purchased merchandise. If a credit provider is involved, the purchaser may also send a written notice to the credit provider expressing his or her intention to revoke the instalment purchase contract within seven days from the later of the day on which he or she has received the purchased merchandise or the instalment purchase contract. The revocation of the instalment purchase contract is deemed to be as of the date the purchaser sends the notice in writing to the merchant or credit provider.

If the purchaser revokes an instalment purchase contract, the merchant, upon return of the related merchandise, is required to return to the purchaser all instalment payments that have been made by the purchaser. The purchaser may not, however, revoke an instalment purchase contract if (a) the merchandise is lost or damaged due to a reason attributable to the consumer, except in the cases where the package, etc. is damaged in order to check the contents of the merchandise, (b) the purchaser has used or consumed the merchandise determined by the presidential decree to the ITA, the value of which is likely to be reduced considerably due to such use or consumption, (c) the value of the merchandise is remarkably reduced to the extent that it cannot be resold due to the lapse of time, (d) the package of the merchandise that can be reproduced is damaged or (e) other cases determined by the presidential decree to the ITA for security in transactions occur; provided that if the merchant approves the withdrawal of an offer or does not take measures such as clearly indicating such fact on the package of the merchandise or on other place readily recognisable to the purchaser or providing samples, so that the purchaser is not to be hindered in the withdrawal of an offer, the purchaser may withdraw the offer even in cases falling under (b) through (d) above.

The purchaser may only repudiate a claim of the credit provider for payment under an instalment purchase contract if (a) the purchaser has provided a written notice revoking the contract in accordance with the procedure detailed above, (b) the credit provider (if one is involved in the transaction) has already made a payment to the merchant within a 7-day period during which the purchaser may revoke the instalment purchase contract or (c) the credit provider has been asked to suspend or cancel the request for the instalment payments from the merchant.

THE DOOR-TO-DOOR SALES ACT

General

The Door-to-Door Sales Act (the "**Door-to-Door Act**") sets out consumers' rights to revoke a contract where a consumer purchases goods or services through a door-to-door sale, telemarketing sale or multilevel sale.

Door-to-Door and Telemarketing Sales

Any consumer may revoke a sale and purchase agreement entered into by way of door-to-door or telemarketing sales (as defined under the Door-to-Door Act) within the following periods:

(a) 14 days from the date of receipt of a written contract; *provided that* if the date on which the relevant purchased merchandise is received is later than the date of receipt of the written contract, then within 14 days from the receipt of the purchased merchandise;

(b) 14 days after the consumer becomes aware of (or should have become aware of) the seller's address if the consumer is unable to revoke the sale and purchase agreement for reasons such as the failure by the door-to-door or telemarketing seller to provide the consumer with a written contract, or in cases where the written contract does not specify the seller's address as required by the Door-to-Door Act or where there is a change in the address of the seller;

(c) 14 days from the date on which the consumer became aware (or should have become aware), that the consumer had a right to withdraw subscription or cancel the contract, if the contract does not provide for matters regarding withdrawal of subscription, etc.; or

(d) 14 days from the date on which hindrance ends, where the door-to-door sales or telemarketing business entity hinders withdrawal of subscription, etc.

The consumer may not revoke the sale and purchase agreement in certain cases specified under the Door-to-Door Act, such as the merchandise being destroyed or damaged due to the consumer's own fault. The door-to-door or telemarketing seller is required to return all payments that have already been made to the consumer within three business days following the day on which the consumer returns the merchandise.

If the consumer has made payments by a credit card, the door-to-door or telemarketing seller is required to immediately request the credit card company to suspend or revoke the demand for payment for the merchandise. The seller is also required to return the money it has already received to the credit card company.

In the case of a revocation by written notice, such revocation takes effect on the day the consumer sends the written notice.

Multilevel Sales

Under the Door-to-Door Act, the term "**multilevel sales**" means sale of goods or services through a sales force that meets all of the following criteria:

(a) a salesperson solicits other persons to participate in the salesforce as his or her downline salespersons;

(b) such downstream recruitment as described in clause (a) is continued for not less than three levels; and

(c) certain incentives are provided to each salesperson based on the (i) sales performances or (ii) management of salesforce and training performances of the other salespersons whose performances are linked to the incentives payable to the concerned salesperson.

Any consumer may revoke a sale and purchase agreement entered into by way of multilevel sales in the same manner as a sale and purchase agreement entered into by way of door-to-door or telemarketing sales.

The multilevel seller is required to return all payments that have already been made to the consumer within three business days following the day on which the consumer returns the merchandise, *provided that* the multilevel distributor may deduct certain expenses within the limits determined by the presidential decree to the Door-to-Door Act.

If the consumer has made payments by credit card, the multilevel seller is required to immediately request the credit card company to suspend or revoke the demand for payment for the merchandise. The multilevel seller is also required to return any money that has already been received to the credit card company.

In the case of a revocation by written notice, such revocation takes effect on the day when the consumer sends the written notice.

Door-to-Door Sales under Sponsorship

Under the Door-to-Door Act, the term "**Door-to-Door Sales under Sponsorship**" means cases that meet the criteria for door-to-door sales and multilevel sales with a scheme for payment of bonus, under which a certain salesperson's performance of purchase or sales affects only the bonus of one salesperson who is the immediate superior of the former, as prescribed by presidential decree to the Door-to-Door Act.

Any consumer may revoke a sale and purchase agreement entered into by way of Door-to-Door Sales under Sponsorship in the same manner as a sale and purchase agreement entered into by way of multilevel sales.

KOREAN FOREIGN EXCHANGE CONTROLS AND SECURITIES REGULATIONS

GENERAL

In the past, the Foreign Exchange Management Act (Law No. 4447, 27 December, 1991), as amended, and the Presidential Decree and regulations thereunder (collectively the "**Foreign Exchange Management Laws**") regulated investment in Korean securities by non-residents and issuance of securities outside Korea by Korean companies. With effect from 1 April, 1999, the Foreign Exchange Management Laws were abolished and the Foreign Exchange Transaction Act (Law No. 5550, 16 September, 1998), as amended, and the Presidential Decree and regulations thereunder (collectively the "**FETL**") were enacted. Under the FETL, many restrictions on foreign exchange transactions have been reduced and many currency and capital transactions have been liberalised. Although non-residents may invest in Korean securities only to the extent specifically allowed by such laws or otherwise permitted by the Ministry of Strategy and Finance (the "**MOSF**"), many approval requirements have been relaxed. The FSC has also adopted, pursuant to its authority under the Financial Investment Services and Capital Markets Act, regulations that restrict investment by foreigners (as defined therein) in Korean securities. However, Korean law does not limit the right of non-residents to hold securities issued pursuant to the FETL outside Korea.

With effect from 1 January, 2006, the FETL was amended to further liberalise foreign exchange transactions. In accordance therewith, certain transactions that previously required approval from the Bank of Korea or MOSF now require only a report to the Bank of Korea or MOSF, although such report will have to be accepted by the Bank of Korea or MOSF, as applicable.

Under the FETL, if the Government deems that (a) it is necessary in the event of natural disasters or the outbreak of any wars or conflict of arms or the occurrence of grave and sudden changes in domestic/foreign economic circumstances or other situations equivalent thereto, the MOSF may temporarily suspend payments, or the receipt of payments, on the whole or part of transactions to which the FETL applies, imposes an obligation on the transaction parties to safekeep or deposit with or sell to, certain governmental agencies, the Bank of Korea, the Foreign Exchange Equalization Fund or financial institutions, the means of payment of the transaction (including any precious metal), or imposes an obligation on residents holding claims against non-residents to collect the claims back to Korea or (b) the international balance of payments and international finance are confronted or are likely to be confronted with serious difficulty or the movement of capital between Korea and foreign jurisdictions causes or is likely to cause a serious obstruction to the conduct of currency policies, exchange rate policies and other macroeconomic policies, the MOSF may take action to require any person who intends to perform capital transactions (which include, among other things, the generation, alteration or extinction of claims from contracts of deposit, trust, the lending of money, the acquisition of securities, etc.) to obtain permission or to require any person who performs capital transactions to deposit a portion of the means of the payment acquired in such transactions with the Bank of Korea, the Foreign Exchange Equalization Fund or financial institutions, in each case subject to certain limitations thereunder.

GOVERNMENT REVIEW OF THE ISSUANCE OF THE BONDS AND AUTHORISATION FOR PAYMENTS ON THE BONDS

In order for the Bond Issuer to issue the Bonds to a non-resident, the Bond Issuer is required to file a prior report of the issuance to the MOSF through the Designated FX Bank. There are certain other regulatory reports that are required under the FETL in connection with the execution, delivery and performance of the Transaction Documents by the parties thereto.

Under the FSC's Regulations on Securities Issuance and Disclosure, the transfer of the Bonds to a Korean resident (as defined in the FETL) is prohibited during the first year of their issuance except as otherwise permitted by applicable Korean law and regulations.

CERTAIN LEGAL CONSIDERATIONS

The following is a summary of certain Korean legal issues relevant to the Noteholders. The following summary is not intended to be exhaustive. Prospective Noteholders should consider the nature of and investment in notes of this type and the political and legal environment of Korea, and should make such further investigations as they, in their sole discretion, deem appropriate.

THE ABS ACT

The Receivables will be entrusted by the Originator to the Trustee pursuant to the Trust Agreement and in accordance with the Act Concerning Asset Backed Securitization of Korea ("**ABS Act**"). Under the ABS Act, the Trustee is required to register a plan of asset securitisation and the Originator as settler of the Trust is required to register the entrustment of the Receivables, respectively, with the FSC. Further, the Bond Issuer is required to register a plan of asset securitisation and the Trustee is required to register the issuance of the Investor Interest, respectively, with the FSC.

Under the ABS Act, the entrustment of the Receivables will be perfected against third parties (other than the relevant Accountholders) on the date of registration of such entrustment with the FSC. In order to perfect such entrustment against the Accountholders, the Originator or the Trustee needs to send notices to or obtain consent from the Accountholders. While the entrustment of the Receivables in the Initial Accounts will be registered with the FSC not later than the Closing Date so that the entrustment of the Receivables in the Initial Accounts will be perfected against third parties (other than the relevant Accountholders) from the date of registration with the FSC, no notices of the transfer of the Receivables will be sent to the Accountholders until certain trigger events occur. Accordingly, the entrustment of the Receivables will not be perfected against the Accountholders until notices of the transfer of the Receivables are delivered to the relevant Accountholders.

Korean counsel to the Joint Lead Arrangers and the Joint Lead Managers, subject to certain assumptions, has advised that (i) the entrustment by the Originator to the Trustee pursuant to the Trust Agreement of the Receivables in respect of the Initial Accounts on the Initial Entrustment Date and of the Receivables in respect of the Additional Accounts on the relevant Entrustment Date is a legal, valid and binding entrustment of such Receivables by the Originator to the Trustee on the Initial Entrustment Date or the relevant Entrustment Date and (ii) the entrustment of the Receivables to the Trustee on each of the Initial Entrustment Date and the relevant Entrustment Dates will be perfected (x) against third parties (other than the relevant Accountholders) upon registration of such entrustment with the FSC in accordance with the ABS Act and (y) against the relevant Accountholder upon giving a Perfection Notice to such Accountholder in accordance with the Trust Agreement.

INSOLVENCY LAWS

Consolidated Insolvency Act

On 2 March, 2005, the National Assembly of Korea passed the Act on Debtor Rehabilitation and Bankruptcy (the "**Consolidated Insolvency Act**") which combines and amends the Bankruptcy Act, the Act on Individual Debtor Rehabilitation, the Corporate Reorganisation Act and the Composition Act. The Consolidated Insolvency Act became effective from 1 April, 2006, and contains, among others, the following:

1. provisions applicable to rehabilitation pursuant to Chapter 2 Proceedings, which are based on the Corporate Reorganisation Act and expand the scope of eligible applicants for Chapter 2 Proceedings to all types of legal entities, including corporations, and unincorporated foundations or associations, as well as individuals;

2. provisions applicable to bankruptcy proceedings, which are based on the Bankruptcy Act;

3. provisions applicable to individual rehabilitation pursuant to Chapter 4 Proceedings, which are based on the Act on Individual Debtor Rehabilitation and are applicable only to certain individual debtors who earn wages or business income with debts of no more than a certain specified amount; and

4. provisions applicable to international insolvency proceedings, which have been newly introduced.

Under the Consolidated Insolvency Act, the petitioner must specify which procedure it wishes to use.

For a debtor that has filed for a bankruptcy proceeding under the Consolidated Insolvency Act, after the court issues an order preserving the debtor's assets, a receiver will be appointed to liquidate the assets of the debtor and to distribute the proceeds to its unsecured creditors on a pro rata basis. Secured creditors remain free to exercise their interests under the bankruptcy proceedings.

On the other hand, the goal of Chapter 2 Proceedings and Chapter 4 Proceedings is to rehabilitate insolvent companies or, as the case may be, individuals. Whilst in a Chapter 2 Proceeding secured creditors will not be able to enforce their security outside such Chapter 2 Proceeding, secured creditors in a Chapter 4 Proceeding will be able to enforce their security interests notwithstanding such Chapter 4 Proceeding (a) unless the court issues an order to suspend or prohibit such exercise during the period after the filing of the petition for the Chapter 4 Proceeding but before the court decides to commence the Chapter 4 Proceeding, or (b) once the court decides to commence the Chapter 4 Proceeding, only after the earlier of (i) the court's approval of the repayment plan or (ii) the final decision by the court to discontinue such Chapter 4 Proceeding.

The Consolidated Insolvency Act makes it easier for the court to avoid the debtor's transactions with certain shareholders or equityholders of the debtor ("**specially related persons**"), by presuming that the specially related persons acted knowingly in such transactions. In addition, under the previous law, transactions made by debtors for, or relating to, the grant of security or the extinguishment of obligations within 60 days before the suspension of payment, without the obligation to do so, may be avoided. However, the Consolidated Insolvency Act extends this 60 day period to one year in the case of transactions with specially related persons. Further, under the current law, gratuitous or equivalent acts performed by the debtor within six months before the suspension of payment, etc. may be avoided, and the Consolidated Insolvency Act also extends this six-month period to one year with regard to transactions with specially related persons.

Chapter 2 Proceedings

A Chapter 2 Proceeding (*i.e.*, the rehabilitation proceeding) is designed for use by an insolvent debtor which desires to rehabilitate itself. This proceeding is tightly controlled by the court so that most of the material actions or decisions of the debtor may be taken or made only with the approval of the court.

One of the most significant changes effected through the Consolidated Insolvency Act with respect to Chapter 2 Proceedings in comparison with corporate reorganisation proceedings under the Corporate Reorganisation Act is that all types of legal entities, including joint stock companies, limited liability companies and unincorporated foundations or associations, as well as individuals, can rehabilitate pursuant to Chapter 2 Proceedings, whereas under the Corporate Reorganisation Act, only joint stock companies were subject to reorganisation proceedings. Although individual debtors can rehabilitate pursuant to Chapter 2 Proceedings, since this is a new feature of the Consolidated Insolvency Act, it is not clear how frequently and on what criteria the court will apply such procedures to individual debtors. In addition, although under the Corporate Reorganisation Act, a limited liability company such as the Bond Issuer has not been subject to corporate reorganisation proceedings because it is not a joint stock company, it will be subject to Chapter 2 Proceedings under the Consolidated Insolvency Act due to the expansion of eligible debtors as described above.

Another significant change is that, although the Consolidated Insolvency Act maintains the previous system of appointing a permanent receiver in Chapter 2 Proceedings, it provides that, in principle, the debtor itself or, in cases where the debtor is a company, its own representative, and not a third party, should be elected as the receiver with certain exceptions whereas the Corporate Reorganisation Act used to replace the incumbent management with the receiver appointed by the court. Further, the Consolidated Insolvency Act, unlike the Corporate Reorganisation Act, permits a legal entity to be appointed as the receiver of the rehabilitation proceeding, in which case this legal entity shall designate one of its directors to exercise the rights and powers conferred to it as the receiver and shall report such designation to the court.

Under the Consolidated Insolvency Act, the debtor may file a petition to the court for Chapter 2 Proceedings in the case where (a) debts cannot be repaid without causing material damage to the continuance of the debtor's business or (b) any events leading to bankruptcy of the debtor may arise. If the debtor is a joint stock company or a limited liability company, (i) a creditor who has claims in an amount of not less than 10 per cent. of the debtor's paid-in capital or (ii) a shareholder or equityholder who holds shares or equity interests of not less than 10 per cent. of the debtor's paid-in capital may also apply for the Chapter 2 Proceedings. If the debtor is not a joint stock company or a limited liability company, a creditor who has claims in the amount of not less than KRW 50 million or an equityholder who holds equity interests of not less than 10 per cent. of the debtor's equity interest can apply for Chapter 2 Proceedings.

When a debtor itself or its creditor or equityholder satisfying the above requirements applies for a Chapter 2 Proceeding, the court may, upon request from interested parties or in its sole discretion, but after hearing the opinion of the management committee, issue a preservation order against individual assets of the debtor, and may issue an injunction against bankruptcy proceedings or enforcement proceedings initiated by its secured or unsecured creditors. Further, if the Court determines that the object of the Chapter 2 Proceedings may not be achieved through individual asset preservation orders, it may issue a comprehensive injunction against enforcement proceedings initiated by creditors against the assets of the debtor. If a comprehensive injunction is issued, enforcement proceedings that are already in progress will be suspended, and the court may cancel such enforcement proceedings upon the request of the debtor or, as the case may be, the receiver, if deemed necessary for the continuance of the debtor's business.

However, if the court determines that a creditor may sustain unjust damages as a result of such comprehensive injunction, the court may revoke the injunction for that particular creditor upon the request of such creditor.

When a petition for a Chapter 2 Proceeding is filed, the court is required within one month of the date of petition to determine whether to commence a Chapter 2 Proceeding. Once the commencement of the Chapter 2 Proceeding is declared, most claims against the debtor that arose prior to such commencement date are automatically stayed, while claims arising after such commencement date are generally not subject to the Chapter 2 Proceeding. Also, the court will appoint a permanent receiver, who has the power to conduct all of the debtor's business and manage all of the debtor's properties, subject to court supervision.

The Consolidated Insolvency Act strengthens the role of the committee of creditors by mandating its composition, unless the debtor is a small or medium sized enterprise or an individual, and granting the committee the right to nominate an auditor and to request investigation of the debtor company's business status after the approval of the rehabilitation plan.

As a general rule, any creditor whose claim against the debtor arose prior to the commencement of a Chapter 2 Proceeding, whether secured or unsecured, may not enforce such claims other than as provided for in the rehabilitation plan adopted at the meeting of interested parties and approved by the court. The rehabilitation plan may alter or modify the rights of creditors or shareholders. Accordingly, there can be no assurance that the rights of the creditors, whether secured or unsecured, will not be adversely affected by a Chapter 2 Proceeding. Further, a creditor who intends to participate in the rehabilitation plan must file its claim with the court within the period fixed by the court.

Under a Chapter 2 Proceeding, creditors are classified into three basic categories: (i) creditors with unsecured rehabilitation claims, (ii) creditors with secured rehabilitation claims and (iii) creditors with claims for common benefits. The former two categories of creditors are subject to Chapter 2 Proceedings and generally may not receive payment or repayment for their respective claims other than as provided in the rehabilitation plan. Creditors with claims for common benefits are not subject to the rehabilitation plan, and include, among others, those creditors whose claims either arose after the commencement of a Chapter 2 Proceeding (subject to certain exceptions) or those creditors whose claims were approved by the court during the preservation period.

In order to encourage mergers and/or acquisitions of insolvent companies, the Consolidated Insolvency Act relaxes the requirements for approval of rehabilitation plans contemplating liquidation, by requiring the approval of the creditors representing four-fifths of the outstanding amount of secured claims, whereas the Corporate Reorganisation Act required unanimous consent of all secured creditors. However, in case of rehabilitation plans contemplating the continuance of the debtor's business including, without limitation, merger, spin-off or business transfer, the consent of the creditors representing not less than three-fourths of the amount of secured rehabilitation claims and of the creditors representing not less than two-thirds of the unsecured rehabilitation claims is required. For approval of all types of rehabilitation plans, the consent of the shareholders having not less than half of the voting rights is also required.

If the debtor fails to perform its payment obligations in accordance with the rehabilitation plan, affected creditors are not permitted to initiate lawsuits or enforce their security interests. Instead, they (or the receiver of the company) may only request the court to amend the rehabilitation plan. However, if such amendment could have an adverse effect on creditors with rehabilitation claims or shareholders of the company, the court may amend the rehabilitation plan only by obtaining an affirmative vote at a meeting of interested parties. If it becomes apparent, either before or after the court approves the rehabilitation

plan, that the debtor cannot be rehabilitated, the court may, at its sole discretion or upon request by the receiver or a creditor with a rehabilitation claim, issue an order to discontinue the Chapter 2 Proceeding.

Once a Chapter 2 Proceeding is discontinued and if the court determines the debtor is insolvent, the court must declare the debtor bankrupt and must initiate the bankruptcy proceeding against the debtor. The compulsory declaration of bankruptcy in Chapter 2 Proceedings will be limited to those cases where a final decision has been made to terminate the Chapter 2 Proceedings after the approval of the rehabilitation plan.

A declaration of bankruptcy is optional in cases of:

(i) the dismissal of a petition for the commencement of Chapter 2 Proceedings;

(ii) the non-approval of a rehabilitation plan; and

(iii) an order to terminate Chapter 2 Proceedings before the approval of the rehabilitation plan.

If the bankruptcy proceedings are initiated, unsecured rehabilitation claims are characterised as general liquidation claims, and creditors with unsecured rehabilitation claims will be paid pursuant to the bankruptcy proceedings. Creditors with secured rehabilitation claims, on the other hand, may immediately enforce their security interest once the rehabilitation proceeding is discontinued, provided, however, that if the terms of the secured claim is amended by the rehabilitation plan, such claim may only be enforced in accordance with such amendment and the original terms shall not be revived.

Bankruptcy Proceedings

The bankruptcy proceeding is a court administered process designed to liquidate an insolvent debtor's assets and formally begins upon an adjudication by the court that the debtor is indeed "bankrupt". The court will make its determination as to whether grounds for bankruptcy exist based on the written pleadings and oral argument of the petitioner. The adjudication of bankruptcy also has the effect of automatically staying all unsecured creditors from executing their claims against the bankruptcy estate.

The receiver appointed by the court will be vested with the exclusive right to manage and dispose of the bankruptcy estate, and to conduct an investigation and assessment of the bankruptcy estate. The Consolidated Insolvency Act, unlike the Bankruptcy Act, permits a legal entity to be appointed the receiver of the bankruptcy proceeding. If a legal entity is appointed the receiver, it shall designate one of its directors to exercise the right and power conferred to it as receiver and shall report such designation to the court. After reviewing the reports prepared by the receiver, the creditors will have a meeting and vote on a resolution deciding whether to continue or discontinue the debtor business and the manner of safeguarding the bankruptcy estate.

Subject to certain statutory limitations and approval by the inspection commissioners, the receiver has the power to liquidate the bankruptcy estate, and to determine the manner and timing of such liquidation. The receiver distributes the proceeds from the liquidation of the bankruptcy estate to the creditors in proportion to their claims. The distribution proceeds in several stages. Claims entitled to distribution are differentiated according to the priority of claims. Bankruptcy creditors are classified as follows, in accordance with their priorities: (i) secured creditors, who have the right to proceed against their securities on the same terms as would be available if the debtor were not in bankruptcy; (ii) creditors with estate claims, which include costs of judicial proceeding, tax claims, wages and payment of severance, management expenses incurred in connection with management, liquidation and distribution of the

bankruptcy estate, and other claims arising from administration of the bankruptcy estate; (iii) creditors with other statutorily preferred claims (including policyholders' claims against an insurance company to the extent of the amount equal to the relevant reserves); (iv) general claims; and (v) less preferred claims.

Chapter 4 Proceedings

A Chapter 4 Proceeding (*i.e.*, the individual rehabilitation proceeding) is available to persons (a) who are unable, or are likely to become unable, to repay debts when they become due, (b) who are considered to have the ability to earn consistent wage income or business income in the future and (c) whose debt amount is no more than (i) KRW 1 billion in case of debts secured by mortgage, pledge, chonsei-kwon and certain other preferential rights, and (ii) KRW 500 million in case of any other debts. Only debtors, and not creditors, will be able to apply for Chapter 4 Proceedings. When a debtor files a petition for a Chapter 4 Proceeding, the court may suspend or prohibit bankruptcy proceedings, compulsory execution, provisional attachment, establishment or enforcement of security or the repayment of claims until the court decides whether to commence the Chapter 4 Proceeding. The court must make such decision within a month after the filing of the petition.

After the commencement order is issued by the court, any bankruptcy proceedings, Chapter 2 Proceeding or actions mentioned above are automatically suspended or prohibited. In addition, after the commencement order is issued by the court, the establishment or enforcement of security interests is automatically suspended or prohibited until the earlier of the date (a) when the repayment plan is approved or (b) when the approved Chapter 4 Proceeding is later finally determined to be discontinued. Subject to the automatic suspension or prohibition as described above, secured creditors have the right to enforce their security interest on the same terms as would be available if the debtor was not in Chapter 4 Proceedings. In principle, the debtor retains management and disposal rights over his/her assets even after the issuance of a commencement order for the Chapter 4 Proceedings. The debtor must submit a list of creditors at the time of application, and any claim that is not disputed by the relevant creditor will be settled as indicated on the list of creditors. Claims that are disputed by creditors will be settled through a court decision. The debtor must, in principle, submit a repayment plan within 14 days of the application, and the rehabilitation period must not exceed five years from the commencement of repayment. The Consolidated Insolvency Act shortens such repayment period to a maximum of five years as the maximum repayment period of eight years under the Act on Individual Debtor Rehabilitation was considered too severe.

The repayment plan must be approved by the court and the court may order its amendment. One important requirement for approval is that the total amount of repayment must not be less than the amount that creditors would have received in a bankruptcy proceeding, unless creditors consent to the court's approval despite the failure of the individual debtor's repayment plan to meet such requirement. The Consolidated Insolvency Act sets out a list of claims that have priority in payment to the claims listed in the list of creditors (such as expenses for the Chapter 4 Proceedings, certain taxes, salaries for the debtor's employees, etc) in the same manner as set out in the Act on Individual Debtor Rehabilitation. Once the debtor completes repayment in accordance with the repayment plan, the court will issue an acquittal order for the debtor.

International Insolvency Proceedings

The representative in a foreign insolvency proceeding (*i.e.*, a person or entity recognised by the applicable court as the receiver or representative in the foreign insolvency proceeding) may file with the Korean court for approval of such foreign insolvency proceeding. Once the foreign insolvency proceeding is approved by the Korean court, the representative in such proceeding may apply for insolvency proceedings in Korea or participate in the insolvency proceeding that is already in progress in Korea. On the other hand, the receiver or bankruptcy trustee in the insolvency proceeding in Korea may, for purposes of such proceeding, take actions in foreign jurisdictions to the extent permitted by the applicable laws.

Corporate Restructuring Promotion Act

The old Corporate Restructuring Promotion Act (Act No. 12155) expired on 31 December, 2015, and the National Assembly of Korea passed the new Corporate Restructuring Promotion Act (Act No. 140175) (the "**CRPA**"), which was enacted on 18 March, 2016 and will remain in effect until 30 June, 2018. The CRPA restricts certain financial creditors' ability to enforce security interests given by a company which may not be able to repay its borrowings without external financial support or additional borrowings (other than borrowings in the ordinary course of business) (a "**Failing Company**"), and is intended, among other things, to promote the corporate restructuring of Korean companies by market mechanisms.

While the old CRPA applied only to the creditor financial institutions specified in the old CRPA (the "**Creditor Financial Institutions**"), the CRPA is now applicable to all financial creditors (including Creditor Financial Institutions) who have extended a credit against a Failing Company (the "**Financial Creditors**"). Regardless of whether a financial creditor is a Creditor Financial Institution or not under the CRPA, those who have extended a credit to a Failing Company are now all recognised as Financial Creditors under the CRPA.

The following is a summary of the relevant provisions under the CRPA applicable to all Financial Creditors.

Under the CRPA, the main creditor bank specified in the CRPA (the "**Main Creditor Bank**") of a Failing Company is required to notify the Failing Company if it determines that such company is a Failing Company. Upon receipt of such notice from the Main Creditor Bank, the Failing Company may petition the Main Creditor Bank for the commencement of one of the following actions, attaching a business plan:

(a) assumption of joint management of the Failing Company by a committee of the Financial Creditor (a "**Creditor Committee**"); or

(b) assumption of management of the Failing Company by the Main Creditor Bank.

The Main Creditor Bank is then required to convene a Creditor Committee (except where the assumption of management of the Failing Company by the Main Creditor Bank has been petitioned) to determine whether it will commence the actions or not, within fourteen days of receipt of the petition. Even if one of the above actions has been commenced, the Failing Company or Financial Creditor may petition for rehabilitation proceedings under the Consolidated Insolvency Act. If the court issues a commencement order for rehabilitation of the Failing Company, the above actions shall be deemed to have been ceased.

Under the CRPA, in the event that the Main Creditor Bank of the Failing Company calls for a meeting of the Creditor Committee, the Main Creditor Bank is required to notify the Financial Creditors, Failing Company, Financial Creditors Conciliation Committee and Governor of the FSS. Upon effecting such notice to the Financial Creditors and Failing Company, the Main Creditor Bank may require the Financial Creditor to grant a moratorium on the enforcement of claims (including the setoff, the exercise of a security right, and the acquisition of additional collateral, but excluding the presentation of a note for the interruption of prescription) until the end of the first meeting of the Creditor Committee. In addition, during the first meeting of the Creditor Committee, Financial Creditors whose outstanding credit aggregates at least 3/4 of the outstanding credit to the Failing Company may declare a moratorium a period of for up to three months if an investigation of the Failing Company's financial status is necessary or up to a period of one month if such investigation is not necessary (which may be extended by an additional month by resolutions of the Creditor Committee). However, in the event that the amount of credit extended by a single Financial Creditor constitutes 3/4 or more of the total credit amount of the entire Creditor Committee, the resolution will be adopted by an affirmative vote of at least 2/5 of the total number of Creditor Committee members, including the said Financial Creditor.

If the plan for corporate restructuring which sets out the adjustment of debts, extension of new credit or plans otherwise necessary for the restructuring of the Failing Company is not approved by the date the moratorium period ends, the Creditor Committee's management of the Failing Company shall be deemed to have been terminated. A Financial Creditor may reschedule the debt owed by the Failing Company with the resolution of the Creditor Committee adopted by (a) Financial Creditors representing not less than 3/4 of the outstanding secured claims, and (b) Financial Creditors whose outstanding credit aggregates not less than 3/4 of all outstanding credit extended by the Finance Creditors composing the Credit Committee (in case of (b), if the amount of credit held by a single Financial Creditor constitutes 3/4 or more of the total credit amount of the entire Creditor Committee, not less than 2/5 of the total number of Creditor Committee members, including the said Financial Creditor). A Financial Creditor may extend a new credit to the Failing Company with the resolution of the Creditor Committee adopted by Financial Creditors whose outstanding credit aggregates not less than 3/4 of all outstanding credit extended by the Finance Creditors composing the Credit Committee (if the amount of credit held by a single Financial Creditor constitutes 3/4 or more of the total credit amount of the entire Creditor Committee, not less than 2/5 of the total number of Creditor Committee members, including the said Financial Creditor.)

A Financial Creditor which has opposed the resolutions of the Creditor Committee by written notice (the "**Opposing Creditor(s)**") in respect of the commencement of the joint management of the Failing Company by the Creditor Committee, the formation or amendment of the Failing Company improvement plan; the rescheduling of debt, the extension of new credit, the extension of joint management, or other matters specified by the resolution of the Creditor Committee may, within seven days of such resolution, request the Main Creditor Bank to purchase all of its financial claims against the Failing Company. Financial Creditors that have approved the relevant resolutions (the "**Affirmative Creditor(s)**") shall purchase such claims jointly with other Affirmative Creditors within six months from the date falling seven days after such resolution; provided that if an Affirmative Creditor reaches an agreement with such Opposing Creditor, the Affirmative Creditors may procure that the Failing Company or a third party purchase such claims. Such purchase of claims by any of the Failing Company or a third party shall require the consent of the Opposing Creditor.

The purchase price and terms of the purchase shall be determined by negotiation among the Affirmative Creditors (or the Creditor Committee to whom the Affirmative Creditors have delegated all such acts in respect of such negotiation) and the Opposing Creditor. If no such agreement is reached, then such matters shall be determined by the coordination committee established under the CRPA.

THE ACT ON THE STRUCTURAL IMPROVEMENT OF THE FINANCIAL INDUSTRY

The Act on the Structural Improvement of the Financial Industry of Korea (the "**ASIF**") provides regulations regarding the improvement of insolvent financial institutions. According to the ASIF, where any financial institution's financial status does not meet certain standards such as its capital adequacy ratio or any financial institution's financial status falls below certain standards due to the occurrence of any major financial scandal or accrual of non-performing loans, the FSC, in order to protect the financial institution from becoming insolvent and help the financial institution manage its business soundly, shall recommend, request or order the financial institution concerned or the officers of such financial institution to implement the following measures or order them to furnish its implementation plan, including but not limited to:

(a) admonition, warning, reprimand, or salary reduction in relation to the financial institution concerned and its executives and employees;

(b) capital increase or capital deduction, disposal of property holdings or reduction in the number of its branches and downsizing;

(c) ban on the acquisition of such assets as claims with high risks of default or assets prone to price fluctuations, or restrictions on the receiving of deposits at exorbitantly high interest rates;

(d) suspension of officers' duties or appointment of managers to act on behalf of officers;

(e) amortisation or consolidation of stocks;

(f) suspension of all or part of business;

(g) mergers or third-party takeover of financial institution;

(h) business transfers or contract transfers pertaining to financial transactions such as deposits or loans (hereinafter referred to as "**contract transfers**"); and

(i) other measures equivalent to those listed in paragraphs (a) through (h), which are deemed necessary to improve any financial institution's financial soundness (collectively, "**timely corrective measures**").

In addition, managers may be appointed by the FSC pursuant to the ASIF. Such managers may exercise the authority of the officer of financial institution for the purpose that such managers are appointed. Such managers may also have the authority to manage and dispose of any assets and liabilities to the extent relating to the determination of contract transfers.

When the FSC intends any "timely corrective measures" to be taken, it shall in advance determine and notify the standards and contents of such measures.

Among the timely corrective measures, certain measures such as suspension of all business, transfer of all business, transfer of all contracts or orders on amortisation of the total stocks and any equivalent measures may only be taken if (i) the financial institution is an insolvent financial institution, or (ii) its financial status falls significantly short of certain standards determined and notified by the FSC above and it is deemed evident that good order in credit or the rights and interests of depositors are likely to be impeded.

In addition, the ASIF also stipulates measures to be taken by the Government to support insolvent financial institutions by capital contribution or purchase of securities issued or held by such insolvent financial institution. According to the ASIF, the FSC, where any financial institution fails to execute any request or order regarding timely corrective measures, may, on the recommendation of the Governor of the FSS, order the officers of the financial institution concerned to suspend the execution of their business and may appoint managers to conduct the business on behalf of such officers. In cases where:

(a) an insolvent financial institution fails to execute an order regarding timely corrective measures or is unable to execute such order;

(b) the merger of an insolvent financial institution fails to be made under an order or arrangement given and made under the provisions of the ASIF; or

(c) an insolvent financial institution is judged difficult to perform an order to take corrective measures or to merge with another financial institution due to its liabilities significantly exceeding its assets; and

(d) an insolvent financial institution is recognised as undoubtedly infringing depositors' rights and interests and disrupts order in credit after it has become unable to pay claims including deposits and repay borrowings due to its abruptly destabilised financial conditions,

the FSC may take necessary measures such as a decision for the transfer of contracts, suspension of business for less than 6 months against the insolvent financial institution, and cancellation of the authorisation or permission of its business; *provided that*, in the case set forth in (d), only the suspension of business for less 6 moths is applicable to the insolvent financial institution.

Where financial institutions' authorisation or permission to carry on business are cancelled pursuant to the above, they shall be dissolved. If the FSC orders a transfer of contracts mentioned above, it shall determine the scope of contracts to be transferred the terms for such transfer and the financial institution to which those contracts are transferred (hereinafter referred to as the "**undertaking financial institution**") at the time of such order. In relation to this, the insolvent financial institution and the undertaking financial institution shall announce the transfer of the contracts in two or more daily newspapers. When the announcement is made, the legal relations of creditors, debtors, pledgors or other interested persons to the insolvent financial institution shall remain the same with the undertaking financial institution.

The FSC, where any financial institution is dissolved or goes bankrupt, may, notwithstanding the provisions of the Commercial Code and the Consolidated Insolvency Act, recommend a liquidator or a receiver from among financial experts and officers or employees of the Korea Deposit Insurance Corporation. In addition, when the FSC knows that the total amount of debt of a financial institution exceeds the total amount of its assets, it may make an application for bankruptcy.

ENFORCEMENT OF ENGLISH JUDGMENTS IN KOREA

A monetary judgment duly obtained in the courts of England will be recognised by Korean courts without a re-examination of the merits of the case if:

(a) such judgment was finally and conclusively given by a court having valid jurisdiction in accordance with the international jurisdiction principles under Korean law and applicable treaties;

(b) the Originator, the Trustee, the Equityholder or the Bond Issuer, as the case may be, received service of process, other than by publication or similar means, in sufficient time to enable such party to prepare its defence in conformity with the laws of England, as applicable (or in conformance with the laws of Korea if it were made to the Originator, the Trustee, the Equityholder or the Bond Issuer, as the case may be, in Korea), or responded to the action without being served with process;

(c) recognition of such judgment is not contrary to the public policy of Korea; and

(d) (i) judgments of the Korean courts are accorded reciprocal treatment under the laws of England or (ii) judgments of the courts of Korea in England are not treated in a manner which is considerably prejudicial to their recognition and their treatment is substantially the same as treatment by the courts of Korea of the judgments obtained in England in material respects.

TAXATION

The following summary is a general description of certain Korean, Cayman Islands, United Kingdom and European Union tax considerations relating to the purchase, ownership and disposition of the Notes is based upon laws, regulations, rulings and decisions in effect as of the date of this Prospectus, all of which are subject to change (possibly with retroactive effect). The summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes and does not purport to deal with the consequences applicable to all categories of investors, some of which may be subject to special rules. Persons considering the purchase of the Notes should consult their own tax advisor concerning the application of Korean, Cayman Islands, United Kingdom and European Union tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Notes arising under the laws of any other taxing jurisdiction.

KOREAN TAXATION

The information provided below does not purport to be a complete summary of Korean tax law and practice currently applicable. Prospective investors should consult with their professional advisors.

The taxation of a non-Korean corporation such as the Note Issuer depends on whether the non-Korean corporation has a "**permanent establishment**" (as defined under Korean law) in Korea to which the relevant Korean source income is attributable or with which the relevant Korean source income is effectively connected. Non-Korean corporations without a permanent establishment in Korea are taxed in the manner described below. Non-Korean corporations with a permanent establishment in Korea are taxed in accordance with different rules.

Tax on Interest

In principle, interest on the Bonds paid to a non-Korean corporation such as the Note Issuer by a Korean company is subject to withholding of Korean corporate income tax at the rate of 14 per cent. unless exempted or reduced by relevant laws or tax treaties. In addition, local corporate income tax should be withheld at the rate of 10 per cent. of the corporate income tax (raising the total tax rate to 15.4 per cent.) under the Local Tax Law of Korea (the "**LTL**"). Tax rates may be reduced or exempted by applicable tax treaties, conventions or agreements between Korea and the jurisdiction of the recipient who is the beneficial owner of the interest income.

The Special Tax Treatment Control Law of Korea (the "**STTCL**") exempts interest on bonds denominated in a foreign currency (excluding payments to a Korean corporation or resident or a permanent establishment of a non-Korean corporation) issued by a Korean company from Korean corporate income tax; *provided that* the offering of such bonds shall be an overseas issuance under the STTCL. Although interest on the Bonds paid to a non-Korean corporation such as the Note Issuer by a Korean company is not exempted from local corporate income tax under the Special Local Tax Treatment Control Law of Korea (the "**SLTTCL**"), it is likely that such interest income would not be subject to withholding of the local corporate income tax, because such local corporate income tax is required to be withheld at the rate of 10 per cent. of the withheld corporate income tax under the LTL and there would be no withholding of corporate income tax on such interest income under the STTCL.

Tax on Capital Gains

The Corporate Tax Law of Korea excludes from Korean corporate income tax gains made by a non-Korean corporation without a permanent establishment in Korea from the sale of bonds to a non-resident or non-Korean corporation (unless the sale is to the permanent establishment in Korea of the non-resident or non-Korean corporation). The local corporate income tax is also eliminated under the LTL.

In addition, capital gains earned by a non-Korean corporation from the transfer of foreign currency denominated bonds taking place outside of Korea are exempt from Korean corporate income tax by virtue of the STTCL; *provided that* the issuance of such bonds shall be an overseas issuance under the STTCL. Although such capital gains are not exempt from local corporate income tax under the SLTTCL, it is likely that such capital gains would not be subject to withholding of the local corporate income tax, because such local corporate income tax is required to be withheld at the rate of 10 per cent. of the withheld corporate income tax under the LTL and there would be no withholding of corporate income tax under the STTCL.

If a sale of bonds issued by a Korean company where the seller is a non-Korean corporation is not exempted under Korean tax laws or applicable tax treaties, gains made on such sale are subject to Korean taxation at the lesser of 11 per cent. (including local corporate income tax) of the gross realisation proceeds or (subject to the production of satisfactory evidence of the acquisition costs and certain transaction costs) 22 per cent. (including local corporate income tax) of the gain made.

Unless the seller can claim the benefit of an exemption 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 securities being sold, the purchaser or any other designated withholding agents of the bonds, as applicable, must withhold an amount equal to 11 per cent. of the gross realisation proceeds.

Stamp Tax and Securities Transaction Tax

No stamp, registration, or similar taxes are payable in Korea on the Transaction Documents; provided that such documents are executed outside of Korea. If certain Transaction Documents are executed in Korea, a stamp duty ranging from KRW100 to KRW350,000 would be imposed on each original document. No securities transaction tax will be imposed on the transfer of the Bond.

Tax Treaties

At the date of this Prospectus, Korea does not have a tax treaty with the Cayman Islands.

UNITED STATES TAXATION

U.S. Foreign Account Tax Compliance Withholding

Under provisions of U.S. law commonly referred to as "**FATCA**", the Note Issuer may be subject to a 30 per cent. withholding tax on its income from U.S. sources and, beginning 1 January 2019, on the gross proceeds from the sale, maturity, or other disposition of certain of its assets that generate U.S.-source income. However, the Cayman Islands have entered into the US IGA with the United States. The Note Issuer will be required to comply with the Cayman Islands Tax Information Authority Law (2016 Revision) (as amended) together with regulations and guidance notes made pursuant to such Law that give effect to the US IGA. If, as is expected, the Note Issuer is a "Reporting Cayman Islands Financial Institution" (as defined in the US IGA), the Note Issuer will be required to undertake due diligence procedures that generally provide for the identification of certain direct and indirect US and reporting to the TIA certain

information with respect to such investors. The Cayman Islands Tax Information Authority will exchange such information with the IRS, as the case may be, under the terms of the US IGA. Provided the Note Issuer complies with its obligations under the US IGA and the Cayman Islands implementing authorities, the Note Issuer generally will not be subject to withholding under FATCA, either on payments it makes or receives. The Note Issuer will endeavour to comply with these requirements and expects it will be able to do so.

On 29 October 2014, the Cayman Islands along with 50 other jurisdictions signed the Multilateral Agreement to demonstrate its commitment to implement the CRS. The Tax Information Authority (International Tax Compliance) (Common Reporting Standard) Regulations, 2015, which require extensive due diligence to be undertaken on new and pre-existing accounts, were enacted on 16 October 2015 with a view to commencing reporting on such accounts this year. With more than 100 countries having since agreed to implement the CRS, which will impose similar reporting and other obligations as the US IGA with respect to the Noteholders who are tax resident in other signatory jurisdictions, the scope of the Note Issuer's reporting obligations to the TIA will significantly increase, as will the level of dissemination of account information by the Cayman Islands Tax Information Authority to tax authorities around the globe. The Cayman Islands government may also enter into additional agreements with other countries in the future, and additional countries may adopt CRS, which will likely further increase the reporting and/or withholding obligations of the Note Issuer.

The Cayman Islands implementation process is not yet complete, and it is not certain that the Note Issuer will be able to comply with all of these requirements. Moreover, the US IGA provides that the United States and the Cayman Islands will develop an alternative approach to address "foreign passthru payments". It is unclear what approach will be taken, and it is possible, for example, that entities such as the Note Issuer will be required to withhold on payments that are treated as foreign passthru payments as early as 1 January 2019.

Whilst the Notes are in global form and held within Euroclear Bank or Clearstream (together, the "**ICSDs**"), it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Note Issuer, any paying agent and the common depositary, given that each of the entities in the payment chain from (but excluding) the Note Issuer to (but including) the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, none of the Note Issuer, any paying agent or any other person would, pursuant to the terms and conditions of the Notes be required to pay additional amounts as a result of the deduction or withholding. As a result, investors would under these circumstances receive less interest or principal than expected.

FATCA, the CRS and similar reporting regimes are particularly complex and their application is uncertain at this time. The above description is based in part on regulations, official guidance and intergovernmental agreements, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their own tax advisers to obtain a more detailed explanation of FATCA and the CRS and how these regimes may affect them.

Undertakings by Noteholders in relation to FATCA

Each Noteholder (which for the purpose of this paragraph shall include any beneficial owner of an interest in a Note) shall timely furnish the Note Issuer or any other authorised delegate of the Note Issuer any U.S. federal income tax form or certification (such as IRS Form W-9 (Request for Taxpayer Identification Number and Certification), IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individual)), IRS Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)), IRS Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or certain U.S. Branches for United States Tax Withholding and Reporting), IRS Form W-8EXP (Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting), or IRS Form W-8ECI (Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States), or any successors to such IRS forms) that the Note Issuer or any such delegate may reasonably request, and any documentation, agreements, certifications or information that is reasonably requested by the Note Issuer or any such delegate (a) to permit the Note Issuer or any other authorised delegate of the Note Issuer to make payments to it without, or at a reduced rate of, deduction or withholding, (b) to enable the Note Issuer or its agents to qualify for a reduced rate of withholding or deduction in any jurisdiction from or through which the Note Issuer or its agents receive payments, and (c) to enable the Note Issuer or its agents to satisfy reporting and other obligations under the Code, the tax regulations issued by the IRS, FATCA or any other law and shall update or replace such documentation and information as appropriate or in accordance with its terms or subsequent amendments, and acknowledges that the failure to provide, update or replace any such documentation or information may result in the imposition of withholding or backup withholding upon payments to such Noteholder. Amounts withheld pursuant to applicable tax laws shall be treated as having been paid to such Noteholder by the Note Issuer. In addition, each Noteholder agrees that the Note Issuer may provide information to the IRS, the Tax Information Authority of the Cayman Islands or any other non-U.S. taxing authority regarding such Noteholder's investment in the Notes, including any information relevant to the Note Issuer's FATCA Compliance.

Each Noteholder shall comply fully and in a timely manner with the Noteholder Reporting Obligations.

CAYMAN ISLANDS TAXATION

The following is a general discussion of certain Cayman Islands tax considerations for prospective investors in the Notes. The discussion is based upon present law and interpretations of present law, both of which are subject to prospective and retroactive changes. The discussion does not consider any investor's particular circumstances and it is not intended as tax advice. Each prospective investor is urged to consult its tax adviser about the tax consequences of an investment in the Notes under the laws of the Cayman Islands, Japan, Korea, jurisdictions from which the Note Issuer may derive its income or conduct its activities, and jurisdictions where the investor is subject to taxation.

Under existing Cayman Islands laws:

(a) payments of interests, principal and other amounts on the Notes will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of interest, principal and other amounts on the Notes, nor will gains derived from the disposal of the Notes be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax;

(b) no stamp duty is payable in respect of the issue or transfer of the Bearer Notes although duty may be payable if the Notes are executed in or brought into the Cayman Islands or produced before the courts of the Cayman Islands; and

(c) certificates evidencing the Notes, in registered form, to which title is not transferable by delivery, should not attract Cayman Islands stamp duty. However, an instrument transferring title to a Note, if brought to or executed in the Cayman Islands, would be subject to Cayman Islands stamp duty.

Tax Status of the Note Issuer

The Note Issuer has been incorporated under the laws of the Cayman Islands as an exempted company and, as such, has received an undertaking from the Governor in Cabinet of the Cayman Islands dated 19 October 2017 in the following form:

"**CAYMAN ISLANDS GOVERNMENT**
THE TAX CONCESSIONS LAW
UNDERTAKING AS TO TAX CONCESSIONS

In accordance with the Tax Concessions Law the following undertaking is hereby given to

WOORI CARD 2017-2 INTERNATIONAL LTD. "the Company"

(a) That no Law which is hereafter enacted in the Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations; and

(b) In addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable

(i) on or in respect of the shares debentures or other obligations of the Company; or

(ii) by way of the withholding in whole or in part of any relevant payment as defined in the Tax Concessions Law.

These concessions shall be for a period of THIRTY (30) years from the date of the undertaking".

EUROPEAN UNION TAXATION

The Proposed Financial Transactions Tax

On 14 February 2013, the EU Commission adopted a proposal (the "**Commission's Proposal**") for a Council Directive on a common financial transaction tax ("**FTT**") in Austria, Belgium, Germany, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

SINGAPORE TAXATION

*The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Inland Revenue Authority of Singapore ("**IRAS**"), the Monetary Authority of Singapore ("**MAS**") and other relevant authorities in force as at the date of this Prospectus and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, administrative guidelines or circulars occurring after such date, which changes could be made on a retroactive basis. These laws, administrative guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Prospectus are intended or are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. The statements should not be regarded as advice on the tax position of any person and should be treated with appropriate caution. Prospective holders and holders of the Notes are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Note Issuer, Bond Issuer, Initial Subscribers and any other persons involved in the issuance of the Notes accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.*

Interest and Other Payments

As the issue of the Notes is jointly lead-managed by DBS Bank Ltd., ING Bank N.V., and ING Bank N.V., Singapore Branch, and more than half of the lead managers are Financial Sector Incentive (Bond Market) Companies, Financial Sector Incentive (Capital Market) Companies and/or Financial Sector Incentive (Standard Tier) Companies (each as defined in the ITA) at such time, and the Notes are issued as debt securities prior to 31 December 2018, the Notes would be "qualifying debt securities" ("**QDS**") for the purposes of the ITA, to which the following treatments shall apply.

Subject to certain conditions having been fulfilled (including the furnishing by the Note Issuer, or such other person as the relevant authorities may direct, of a return on debt securities for the Notes in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the Notes as the relevant authorities may require to MAS and such other relevant authorities as may be prescribed), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the "**Qualifying Income**") from the Notes paid by the Note Issuer and derived by any company or body of persons (as defined in the ITA) in Singapore is subject to tax at a concessionary rate of 10 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates).

Notwithstanding the foregoing:

(a) if during the primary launch of the Notes, the Notes are issued to fewer than four persons and 50 per cent. or more of the issue of the Notes are beneficially held or funded, directly or indirectly, by related parties of the Note Issuer, the Notes would not qualify as QDS; and

(b) even though the Notes are QDS, if 50 per cent. or more of the issue of the Notes which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Note Issuer, Qualifying Income derived from the Notes held by:

    (i) any related party(ies) of the Note Issuer; or

    (ii) any other person where the funds used by such person to acquire the Notes are obtained, directly or indirectly, from any related party(ies) of the Note Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term "**related party**", in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms "**prepayment fee**", "**redemption premium**" and "**break cost**" are defined in the ITA as follows:

"**prepayment fee**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities;

"**redemption premium**", in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity; and

"**break cost**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption.

References to "prepayment fee", "redemption premium" and "break cost" in this Singapore tax disclosure have the same meaning as defined in the ITA.

All foreign-sourced income received in Singapore on or after 1 January 2004 by Singapore tax-resident individuals will be exempt from income tax, provided such foreign-sourced income is not received through a partnership in Singapore.

Where interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) is derived from the Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the ITA shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Notes is not exempt from tax is required to include such income in a return of income made under the ITA.

Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or are required to apply Singapore Financial Reporting Standard 39 – Financial Instruments: Recognition and Measurement ("**FRS 39**") may, for Singapore income tax purposes, be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal. Please see the section below entitled "Adoption of FRS 39 Treatment for Singapore Income Tax Purposes".

Adoption of FRS 39 Treatment for Singapore Income Tax Purposes

The IRAS has issued a circular entitled "Income Tax Implications Arising from the Adoption of FRS 39-Financial Instruments: Recognition and Measurement" (the "**FRS 39 Circular**"). Legislative amendments to give effect to the FRS 39 Circular have been enacted in Section 34A of the ITA.

The FRS 39 Circular and Section 34A of the ITA generally apply, subject to certain "opt-out" provisions, to taxpayers who are required to comply with FRS 39 for financial reporting purposes.

Holders of the Notes and prospective holders of the Notes who may be subject to the tax treatment under the FRS 39 Circular and Section 34A of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

The Accounting Standards Council has issued a new financial reporting standard for financial instruments, FRS 109 – Financial Instruments which will become mandatorily effective for annual periods beginning on or after 1 January 2018. It is at present unclear whether, and to what extent, the replacement of FRS 39 by FRS 109 will affect the tax treatment of financial instruments which currently follows FRS 39. Holders of the Notes and prospective holders of the Notes should consult their own accounting and tax advisers on the proposed tax treatment to understand the implications and consequences that may be applicable to them.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

SUBSCRIPTION AND SALE

Each of DBS Bank Ltd. and Mont Blanc Capital Corp. (each, an "**Initial Subscriber**") has, in a note subscription agreement dated 9 November 2017 (the "**Note Subscription Agreement**") and made between, *inter alios*, the Note Issuer, the Bond Issuer, the Originator and the Initial Subscribers, upon the terms and subject to the conditions contained therein, agreed to purchase the Notes at their issue price of 100 per cent. of their principal amount less underwriting commission. The Originator has also agreed to reimburse each Initial Subscriber for certain of its expenses incurred in connection with the management of the issue of the Notes.

UNITED STATES OF AMERICA AND ITS TERRITORIES

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") or the state securities law of any state of the United States. Each of the Joint Lead Arrangers, the Joint Lead Managers and the Note Issuer agrees that they will not offer or sell the Notes within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the U.S. Securities Act), except in accordance with Regulation S or pursuant to an exemption from, or in a transaction not subject to the registration requirements of the U.S. Securities Act.

Each of the Joint Lead Arrangers, the Joint Lead Managers, the Initial Subscribers and the Note Issuer, severally and not jointly, has represented and agreed that, except as permitted by the preceding paragraph, it will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise, until 40 days after the later of the commencement of the offering and the Closing Date, within the United States or to, or for the account or benefit of, U.S. persons and it will have sent to each distributor, dealer or other person receiving a selling concession or similar fee to which it sells the Notes in reliance on Regulation S during such distribution compliance period, a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. In addition, until 40 days after the later of the commencement of the offering and the Closing Date, any offer or sale of the Notes within the United States by any broker/dealer/distributor (whether or not it is participating in this offering), may violate the registration requirement of the Securities Act. Terms used in the preceding paragraph and in this paragraph have the meanings given to them by Regulation S under the U.S. Securities Act.

Each holder of the Notes will be deemed to have represented that such holder is aware that the sale of such Notes to it is being made in reliance on exemptions from registration provided by Regulation S or Rule 144A and understands that the Note Certificates will bear the following legend:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE STATE SECURITIES LAW, OR WITH ANY SECURITIES REGULATORY AUTHORITY, OF ANY STATE OF THE UNITED STATES, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT IT IS ACQUIRING THE NOTES REPRESENTED HEREBY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT, (2) AGREES THAT, PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF THE COMMENCEMENT OF THE OFFERING AND THE CLOSING DATE, IT WILL NOT RESELL OR OTHERWISE TRANSFER THE NOTES REPRESENTED HEREBY EXCEPT (A) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT OR (B) IN A TRANSACTION NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION", AND "UNITED STATES" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT.

UNITED KINGDOM

Each of the Joint Lead Arrangers, the Joint Lead Managers and the Initial Subscribers has represented and agreed that:

(a) 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 Financial Services and Markets Act 2000 (the "**FSMA**") received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Note Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

EUROPEAN ECONOMIC AREA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each of the Joint Lead Arrangers, the Joint Lead Managers and the Initial Subscribers has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Note Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Note Issuer or the Joint Lead Arrangers, the Joint Lead Managers or the Initial Subscribers to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

KOREA

The Notes subscribed for by each Initial Subscriber will be subscribed for by it as principal and it will not directly or indirectly offer, sell or deliver any Notes in Korea or to any resident of Korea, or to others for re-offering or re-sale directly or indirectly in Korea or to any resident of Korea (as defined in the FETL), except as otherwise permitted by applicable Korean laws and regulations, and, furthermore, each Initial Subscriber has undertaken that any securities dealer to whom it sells the Notes will agree that he is purchasing such Notes as principal and will not re-offer or re-sell any Notes directly or indirectly in Korea or to any resident of Korea, except as aforesaid. No person may offer or sell any Notes in Korea or to any resident of Korea or to others for re-offering or re-sale directly or indirectly in Korea, or to any resident of Korea, except as otherwise permitted by applicable Korean law and regulations.

JAPAN

Each of the Joint Lead Arrangers, the Joint Lead Managers and the Initial Subscribers has, severally and not jointly, represented and agreed that none of the Notes have been nor will be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25, 13 April 1948), as amended (the "**FIEA**"). Each of the Joint Lead Arrangers, the Joint Lead Managers and the Initial Subscribers has, severally and not jointly, further agreed that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan 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, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

CAYMAN ISLANDS

No offer or invitation, whether directly or indirectly, may be made to the public in the Cayman Islands to subscribe for the Notes, and no such invitation is made hereby. Each of the Joint Lead Arrangers, the Joint Lead Managers and the Initial Subscribers has, severally and not jointly, represented, warranted and agreed that the public in the Cayman Islands have not and will not be invited to subscribe for the Notes.

SINGAPORE

Each of the Joint Lead Arrangers, the Joint Lead Managers and the Initial Subscribers has, severally and not jointly, acknowledged that this Prospectus has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"). Accordingly, each of the Joint Lead Arrangers, the Joint Lead Managers and the Initial Subscribers has, severally and not jointly, represented, warranted and agreed that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Note:

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

HONG KONG

Each of the Joint Lead Arrangers, the Joint Lead Managers and the Initial Subscribers has, severally and not jointly, represented and agreed that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**")) other than (i) to "professional investors" as defined in the 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) 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 Notes 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 Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

TAIWAN

The Notes have not been and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan, the Republic of China through a public offering or in any circumstance which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan, the Republic of China that requires a registration or approval of the Financial Supervisory Commission of Taiwan, the Republic of China. No person or entity in Taiwan, the Republic of China has been authorised to offer, sell, give advice regarding or otherwise intermediate the offering and sale of any Notes in Taiwan, the Republic of China.

GENERAL

Each Initial Subscriber has acknowledged in the Note Subscription Agreement that, no action has been or will be taken in any jurisdiction by the Note Issuer that would permit a public offering of the Notes, or possession or distribution of any offering material in relation to a public offering of the Notes, in any country or jurisdiction where action for that purpose is required.

Each Initial Subscriber has further undertaken in the Note Subscription Agreement that it will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes any offering material in relation to the Notes.

Each Initial Subscriber is offering the Notes, subject to prior sale, when, as and if issued to and accepted by it, subject to approval of legal matters by its counsel, including the validity of the Notes, and other conditions contained in the Note Subscription Agreement, such as the receipt by the Initial Subscribers of certificates and legal opinions. Each Initial Subscriber reserves the right to withdraw, cancel or modify offers to investors and to reject orders in whole or in part.

The Initial Subscribers are not obliged to facilitate trading in the Notes (or beneficial interests therein) and any such activities, if commenced, may be discontinued at any time, for any reason, without notice. If an Initial Subscriber does not facilitate trading in the Notes (or beneficial interests therein) for any reason, there can be no assurance that another firm or person will do so. Pursuant to the underwriting arrangements among the Initial Subscribers, the Note Issuer and the Originator, each Initial Subscriber is required to purchase the Notes for its own account to the extent that accepted orders are insufficient to place the entire amount of the Notes.

In the ordinary course of their businesses, each Initial Subscriber and its affiliates have engaged, and in the future may engage, in investment banking and commercial banking business and other dealings in the ordinary course of business with Woori Card and its affiliates, including the extension of credit facilities ("**Other Business**"), from time to time and may receive fees and commissions for these transactions. Each Initial Subscriber and/or its affiliates may also be investors in the Notes on the Closing Date and/or from time to time in the future. Notwithstanding the Initial Subscribers' obligations under the Note Subscription Agreement, each Initial Subscriber (and its affiliates) will be entitled to act with respect to such Other Business in the same manner as if it had not entered into the Note Subscription Agreement and regardless of the effect of such actions on the Notes. Each Initial Subscriber or its affiliates may retain, purchase or sell the Notes for its own account or enter into secondary market transactions or derivative transactions relating to the Notes, including, without limitation, purchase, sale (or facilitation thereof), stock borrowing or credit or equity-linked derivatives such as asset swaps, repackagings and credit default swaps, at the same time as the offering of the Notes. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Notes to which this Prospectus relates (notwithstanding that such selected counterparties may also be a purchaser of the Notes). As a result of such transactions, each Initial Subscriber or its affiliates may hold long or short positions relating to the Notes. Each Initial Subscriber or its affiliates may also purchase Notes for asset management and/or proprietary purposes or may hold Notes on behalf of clients or in the capacity of investment advisors. While each Initial Subscriber and its affiliates have policies and procedures to deal with conflicts of interests, any of the above transactions may cause an Initial Subscriber or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Notes. An Initial Subscriber may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Notes. Neither Initial Subscriber nor their respective affiliates intend to disclose the extent of any such investments or transactions other than in accordance with any legal or regulatory obligation to do so.

Each of the Note Issuer, the Bond Issuer and the Originator has represented, warranted and undertaken to each Initial Subscriber that neither it nor any of its affiliates (including any person acting on behalf of the Note Issuer, the Bond Issuer or, as the case may be, the Originator or any of its affiliates) has offered or sold, or will offer or sell, any Notes except in accordance with the safe harbour of Regulation S of the Securities Act or to a "qualified institutional buyer" as defined in Rule 144A under the Securities Act in transactions not subject to the registration requirements of the Securities Act.

The Notes are new securities for which there currently is no market. Each of the Joint Lead Arrangers and the Joint Lead Managers has advised the Note Issuer that it intends to make a market in the Notes as permitted by applicable law. The Joint Lead Arrangers and the Joint Lead Managers are not obligated, however, to make a market in the Notes and any market making may be discontinued at any time at the sole discretion of the Joint Lead Arrangers and the Joint Lead Managers. Accordingly, no assurance can be given as to the development or liquidity of any market for the Notes.

Each Initial Subscriber has, directly and indirectly, from time to time, provided investment and banking or financial advisory services to the Originator and its affiliates for which it has received customary fees and commissions. Each Initial Subscriber expects to provide those services to the Originator and its affiliates from time to time in the future, for which it expects to receive customary fees and commissions.

CLEARANCE AND SETTLEMENT

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream (together, the "**Clearing Systems**") currently in effect. The information in this section concerning the Clearing Systems has been extracted from information available on the official websites of Euroclear and Clearstream that the Note Issuer believes to be reliable, but none of the Note Issuer, the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser and the Singapore Adviser takes any responsibility for the accuracy of this section. The Note Issuer confirms that this information has been accurately reproduced and as far as the Note Issuer is aware and is able to ascertain from the information published on the official websites of Euroclear and Clearstream, no facts have been omitted which would render the reproduced information inaccurate or misleading. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Note Issuer and any other party to the Transaction Documents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

CLEARING SYSTEMS

Euroclear and Clearstream

Euroclear and Clearstream each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Registration and Form

Book-entry interests in the Notes held through Euroclear and Clearstream will be evidenced by Global Notes, each registered in the name of a nominee of the common depositary of Euroclear and Clearstream. Each Global Note will be held by a common depositary for Euroclear and Clearstream. Beneficial ownership in the Notes will be held through financial institutions as direct and indirect participants in Euroclear and Clearstream.

The aggregate holdings of book-entry interests in the Notes in Euroclear and Clearstream will be reflected in the book-entry accounts of each such institution. Euroclear and Clearstream, as the case may be, and every other intermediate holder in the chain to the beneficial owner of book-entry interests in the Notes, will be responsible for establishing and maintaining accounts for their participants and customers having interests in the book-entry interest in the Notes. The Principal Paying Agent will be responsible for ensuring that payments received by it from the Note Issuer for holders of interests in the Notes holding through Euroclear and Clearstream are credited to Euroclear or Clearstream, as the case may be.

The Note Issuer will not impose any fees in respect of holding the Notes; however, holders of book-entry interests in the Notes may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear and Clearstream.

CLEARING AND SETTLEMENT PROCEDURES

Initial Settlement

Interests in the Notes will be in uncertificated book-entry form. Noteholders electing to hold book-entry interests in the Notes through Euroclear and Clearstream accounts will follow the settlement procedures applicable to conventional eurobonds. Book-entry interests in the Notes will be credited to Euroclear and Clearstream participants' securities clearance accounts on the business day following the Closing Date against payment (for value on the Closing Date).

Secondary Market Trading

Secondary market sales of book-entry interests in the Notes held through Euroclear or Clearstream to purchasers of book-entry interests in the Notes through Euroclear or Clearstream will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream and will be settled using the procedures applicable to conventional participants.

GENERAL

Neither Euroclear nor Clearstream is under any obligation to perform or continue to perform the procedures referred to above, and such procedures may be discontinued at any time.

None of the Joint Lead Managers, the Joint Lead Arrangers, the Co-Manager, the Singapore Structuring Adviser, the Singapore Adviser, the Initial Subscribers, the Originator, the Note Issuer, the Note Trustee, the Transaction Administrator, any Note Agent, the Note Issuer Administrator, the Bond Issuer, the Security Agent, the Trustee, the Back-up Servicer, the Servicer or any of their agents or respective affiliates or any person by whom any of the foregoing is controlled will have any responsibility for the performance by Euroclear or Clearstream or their respective participants of their respective obligations under the rules and procedures governing their operations or the arrangements referred to above.

LEGAL MATTERS

Certain legal matters in connection with the issuance of the Notes will be advised upon for the Joint Lead Arrangers and the Joint Lead Managers by Jones Day with respect to English law and by Shin & Kim with respect to Korean law. Certain matters as to Cayman Islands law will be advised upon for the Note Issuer by Walkers.

Each of Jones Day, Shin & Kim and Walkers has given and not withdrawn its written consent to the issue of this Prospectus with the inclusion of statements attributed to it and references to its name in the form and context in which they are included.

GENERAL INFORMATION

1. The issue of the Notes has been duly authorised by resolutions of the Board of Directors of the Note Issuer passed on 18 October 2017 and 3 November 2017. The issue of the Bonds has been authorised by a resolution of the Equityholders of the Bond Issuer passed on 20 October 2017.

2. The Notes have been accepted for clearance through Clearstream and Euroclear with the following Common Codes and ISIN numbers:

	Class A1 Notes	Class A2 Notes
Common Code	171542898	171543606
ISIN	XS1715428980	XS1715436066

3. Approval-in-principle has been received from the SGX-ST for the Notes to be listed and quoted on the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions or reports contained in this Prospectus. Approval-in-principle from the SGX-ST, admission of the Notes to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST are not to be taken as an indication of the merits of this offering, the Note Issuer, the Bond Issuer, the Initial Subscribers, their respective subsidiaries (if any), their respective associated companies (if any), their respective joint venture companies (if any) or the Notes. The Notes will be traded on the SGX-ST in a minimum board lot size of U.S.$200,000, in respect of the Class A1 Notes and SGD250,000, in respect of the Class A2 Notes, for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require. For so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Note Issuer will appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that a global certificate is exchanged for definitive certificates. In addition, in the event that a global certificate is exchanged for definitive certificates, an announcement of such exchange shall be made by or on behalf of the Note Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive certificates, including details of the paying agent in Singapore.

4. Since their respective dates of incorporation, there are no governmental, litigation or arbitration proceedings against or affecting the Note Issuer or the Bond Issuer nor is the Note Issuer or the Bond Issuer aware of any pending or threatened proceedings of such kind, which may have, or have had, in the recent past, a significant effect on the Note Issuer's or the Bond Issuer's financial position or profitability.

5. Neither the Note Issuer nor the Bond Issuer has commenced operations or published any audited financial statements to date. The Note Issuer is not required under Cayman Islands law to prepare annual financial statements or have its financial statements audited. The Bond Issuer is not required under Korean law to prepare annual financial statements or have its financial statements audited. However, if published, such financial statements will be available free of charge during usual business hours at the registered office of the Bond Issuer. The Bond Issuer will not publish any interim financial statements.

6. Copies of the monthly Transaction Administrator Report with respect to the Notes and the Receivables will be obtainable free of charge to the holders of the Notes through the password protected website of the Note Trustee.

7. The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

8. Woori Card will retain a material net economic interest of at least 5 per cent. in the securitisation in accordance with (i) Article 405 of the CRR, Article 51 of the AIFM Regulation and Article 254 of the Solvency II Implementing Regulation and (ii) Regulation RR. As at the Closing Date, such interest will be comprised of an interest in the Seller Interest and the Subordinated Seller Interest which, in aggregate, is not less than 5 per cent. of the beneficial interest in the Trust. Any change to this manner in which this interest is held will be notified to investors.

9. Each prospective investor is required to independently assess and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Article 405 of the CRR, Article 51 of the AIFM Regulation and Article 254 of the Solvency II Implementing Regulation and none of the Note Issuer, nor the Joint Lead Arrangers, the Joint Lead Managers, the Co-Manager, the Singapore Structuring Adviser or the Singapore Adviser or the other parties to the Transaction Documents make any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes. In addition each prospective Noteholder should ensure that they comply with the implementing provisions in respect of Article 405 of the CRR, Article 51 of the AIFM Regulation and Article 254 of the Solvency II Implementing Regulation in their relevant jurisdiction. Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

10. For so long as the Notes are listed on any stock exchange and the rules of the stock exchange so require, copies of the following documents may be inspected in physical form or electronic form (and, in the case of each of (O) to (Q) below, will be available for collection free of charge) at the specified offices of the Principal Paying Agent during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes:

    (A) the Note Trust Deed;

    (B) the Note Agency Agreement;

    (C) the Note Issuer Administration Agreement;

    (D) the Trust Agreement;

    (E) the Servicing Agreement;

    (F) the Transaction Administration Agreement;

    (G) the Bond Issuer Servicing Agreement;

    (H) the Bond Issuer Administrator Agreement;

    (I) the Pledge Agreement;

    (J) the Equity Pledge Agreement;

    (K) the Security Assignment;

    (L) the Master Definitions Schedule;

    (M) the Bond Subscription and Agency Agreement;

(N) the Swap Agreements;

(O) the constitutional documents of the Note Issuer;

(P) the constitutional documents of the Bond Issuer; and

(Q) the future published audited financial statements of the Bond Issuer.

12. Rajah & Tann, as the Singapore Listing Agent, is acting solely in its capacity as listing agent for the Note Issuer in connection with the listing and quotation of the Notes to the Official List of the SGX-ST.

"**ABS Act**" means the Act Concerning Asset Backed Securitisation of Korea (Law No. 5555, 16 September, 1998), as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Account**" means an account of an Accountholder maintained with the Originator for the provision of consumer finance services, including, as of the date hereof, Lump Sum Purchases, Cash Advances, Instalment Purchases, Revolving Purchases and Revolving Cash Advances.

"**Account Bank**" means:

(a) in connection with the Trust Collection Account, the Trust Reserve Account and the Bond Issuer Won Account, The Bank of New York Mellon, Seoul Branch; and

(b) in connection with the Bond Issuer USD Account, the Bond Issuer SGD Account, the Swap Cash Collateral Accounts, the Note Issuer SGD Account and the Note Issuer USD Account, The Bank of New York Mellon, London Branch;

or, in any case, such other Eligible Entity approved in accordance with the Trust Agreement and the Transaction Administration Agreement.

"**Account Records**" means, with respect to a Receivable, all documents, instruments and other agreements of whatever nature supporting or securing payment of such Receivable or related to such Receivable from time to time held or maintained by, or on behalf of, the Originator prior to the Entrustment Date of the relevant Receivable or by, or on behalf of, the Servicer thereafter, whether in physical or electronic form, including without limitation, the Core Records, any other related credit agreement or policy, instruments, account books and records, computer records, correspondence, application forms, notes of communication, collection notes and all other related documents, and documents evidencing guarantees or insurances (if any).

"**Accountholder**" means, in respect of any Account, the Person or Persons named and defined as the principal member in the relevant Card Agreement or any one of them (including, without limitation, as co-borrowers, co-signors or guarantors).

"**Act on Protection and Use of Credit Information**" means the Act on Protection and Use of Credit Information (Act No. 9617, 1 April 2009), as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Act on Supporting the Financial Life of the Low Income Households**" means the Act on Supporting the Financial Life of the Low Income Households (Act No. 14095, 22 March 2016), as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Act on the Structural Improvement of the Financial Industry**" means the Act on the Structural Improvement of the Financial Industry of Korea (Law No. 5257, 13 January, 1997), as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Additional Account**" means each Account designated as a Designated Account by the Originator pursuant to the Trust Agreement from time to time after the Initial Entrustment Date.

"**Affected Party**" is defined in each Swap Agreement.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person or any Subsidiary of such Person. A Person shall be deemed to control another Person if the controlling Person owns 10 per cent. or more of any class of voting securities of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract or otherwise.

"**Agency Fees**" means all fees, costs, expenses, indemnities, claims, demands, legal fees, liabilities and other amounts specified in the BNYM Fee Letter as payable by the Bond Issuer and the Note Issuer in accordance with the provisions of the Transaction Documents to the Bond Agents, the Note Agents, the Account Banks and any party as may be notified to the Transaction Administrator by either of the Bond Issuer or the Note Issuer from time to time, with the prior approval of the Majority Investor and prior written notice to the Rating Agency.

"**Agency Fees Maximum Amount**" means, on any Bond Payment Date falling prior to the Enforcement Date, the maximum amount in Won or U.S. dollars specified in the BNYM Fee Letter or the relevant fee letter between the Bond Issuer or, as the case may be, the Note Issuer and any Bond Agent or Note Agent.

"**Annual Compliance Statement**" means the annual compliance statement to be delivered by the Servicer in the form set out in the Servicing Agreement.

"**Applicable Exchange Rate**" is defined in each Swap Agreement.

"**Asset Transfer Registration**" means each registration of the transfer of assets to be filed with the FSC pursuant to the ABS Act in accordance with the provisions of the Trust Agreement.

"**Asset Warranty**" means each representation and warranty of the Originator set out in the Trust Agreement in relation to the Designated Accounts and the Receivables.

"**Assigned Property**" means the assets and property of the Bond Issuer which have been assigned to the Bond Secured Parties and are subject to the Security created under the Security Assignment.

"**Auto Debit**" means the transfer of payments from a debtor's bank account to a creditor's bank account by automatic direct debit either pursuant to certain Automatic Debit Agreements or by means of CMS operated by KFTC.

"**Auto Debit Account**" means each account held by the Trustee in its own name with each Automatic Debit Bank for the purposes of receiving Collections.

"**Automatic Debit Agreement**" means an agreement among the Originator, the Trustee and an Automatic Debit Bank which is in full force and effect and which provides for such Automatic Debit Bank to transfer payments due on an Account from an account of the relevant Accountholder held at such Automatic Debit Bank by Auto Debit to the related Auto Debit Account; *provided that* any such agreement shall cease to be an Automatic Debit Agreement if the bank which is party to it ceases to be an Automatic Debit Bank.

"**Automatic Debit Bank**" means each bank at which an Accountholder maintains a bank account designated and authorised under a Card Agreement by such Accountholder for the Originator to automatically debit the monthly payment due on his or her Account from such bank account.

"**Back-up Servicer**" means Woori Bank or any permitted successors and assigns.

"**Back-up Servicer Acceptance Fee**" means certain fees payable to the Back-up Servicer in accordance with the Woori Fee Letter and the Servicing Agreement for acceptance of the appointment by the Trustee as Back-up Servicer.

"**Back-up Servicer Expenses**" means certain costs and expenses of the Back-up Servicer payable in accordance with the Woori Fee Letter and the Trust Agreement for providing the Back-up Services other than the Back-up Servicer Acceptance Fee.

"**Back-up Services**" means certain services, which are set out in Part A of the Second Schedule to the Servicing Agreement, to be rendered by the Back-up Servicer pursuant to the Servicing Agreement with such changes thereto as may be agreed by the Majority Investor and the Originator from time to time.

"**Bank Agreements**" means (a) each of the bank agreements dated or to be dated on or about the Closing Date among, *inter alios* (i) the relevant Account Bank, the Transaction Administrator and the Bond Issuer in respect of the Bond Issuer Won Account, (ii) the relevant Account Bank, the Transaction Administrator and the Bond Issuer in respect of the Swap Cash Collateral Accounts, the Bond Issuer USD Account and the Bond Issuer SGD Account, (iii) the Designated FX Bank, the Transaction Administrator and the Bond Issuer in respect of the Bond Issuer FX Accounts, (iv) the relevant Account Bank and the Trustee in respect of the Trust Collection Account and the Trust Reserve Account, (v) the relevant Account Bank, the Note Issuer and the Note Trustee in respect of the Note Issuer USD Account and (vi) the relevant Account Bank, the Note Issuer and the Note Trustee in respect of the Note Issuer SGD Account, (b) any bank agreements entered into from time to time with replacement Account Banks, and (c) each of the Automatic Debit Agreements.

"**BNYM Fee Letter**" means the fee letter dated on or about the Closing Date among, *inter alios*, the Originator, the Bond Issuer, the Note Issuer, the Bond Agents, the Note Agents and the Account Banks in relation to the fees and expenses payable to the Bond Agents, the Note Agents and the Account Banks under the Transaction Documents.

"**Bond Additional Amounts**" means, in respect of any Bond Payment Date, the additional amounts (if any) payable on such Bond Payment Date in accordance with the provisions of Bond Condition 5 payable to the Bondholder on such Bond Payment Date.

"**Bond Agents**" means, together, the Transaction Administrator, the Bond Issuer Servicer, the Security Agent, the Bond Registrar and the Account Banks in respect of the Bond Issuer Won Account, the Bond Issuer USD Account, the Bond Issuer SGD Account and the Swap Collateral Accounts.

"**Bond Certificate**" means, in respect of the Class A1 Bond or the Class A2 Bond, such Bond in certificated registered form which is issued pursuant to the Bond Subscription and Agency Agreement in the form, or substantially in the form, set out in the Bond Subscription and Agency Agreement.

"**Bond Conditions**" means, together or as the context may otherwise require, the Class A1 Bond Conditions and the Class A2 Bond Conditions, and a reference to a numbered "Bond Condition" will be construed as a reference to the correspondingly numbered Class A1 Bond Condition and/or Class A2 Bond Condition, unless the context otherwise requires.

"**Bond Enforcement Date**" means the date of service of a Bond Enforcement Notice in accordance with the provisions of the Bond Conditions.

"**Bond Enforcement Notice**" means the notice delivered by the Security Agent in accordance with the provisions of the Bond Conditions.

"**Bond Event of Default**" means, in respect of each Bond, any of the events set out in "*Transaction Overview – The Bond – Bond Events of Default*".

"**Bondholder**" means Woori Card 2017-2 International Ltd., in its capacity as holder of the Bonds.

"**Bond Issuer Accounts**" means, together, the Bond Issuer Won Account, the Bond Issuer USD Account, the Bond Issuer SGD Account, the Bond Issuer FX Accounts and the Swap Cash Collateral Accounts.

"**Bond Issuer Administrator**" means Nexia Samduk and includes any successor thereto pursuant to the terms of the Bond Issuer Administrator Agreement.

"**Bond Issuer Administrator Agreement**" means the bond issuer administrator agreement dated 25 October 2017 between, *inter alios*, the Bond Issuer and the Bond Issuer Administrator.

"**Bond Issuer Administrator Fee Letter**" means the fee letter agreement dated or to be dated on or about the Closing Date entered into by, among others, the Bond Issuer, the Originator and the Bond Issuer Administrator and in relation to the fees and expenses payable to Nexia Samduk in its capacity as Bond Issuer Administrator under the Transaction Documents.

"**Bond Issuer Expenses**" means all fees, taxes, filing fees, administrative fees or other fees levied by any Governmental Entity in respect of the Bond Issuer and the fees payable to the Bond Issuer Administrator in accordance with the Bond Issuer Administrator Fee Letter.

"**Bond Issuer Obligations**" means all amounts owed by the Bond Issuer under the Bonds to the Bondholder (including any Bond Additional Amounts) and under or in connection with the Transaction Documents to each of the Bond Secured Parties.

"**Bond Issuer Property**" means, together, the Pledged Property and the Assigned Property.

"**Bond Issuer Servicer**" means The Bank of New York Mellon, Seoul Branch, in its capacity as Bond Issuer Servicer under the Bond Issuer Servicing Agreement, and any permitted successors and assigns thereunder.

"**Bond Issuer Servicing Agreement**" means the bond issuer servicing agreement dated 25 October 2017, among, *inter alios*, the Bond Issuer and the Bond Issuer Servicer.

"**Bond Payment Date**" means one (1) Business Day prior to each Note Payment Date.

"**Bond Redemption Amount**" means, in respect of the Class A1 Bond or the Class A2 Bond, at any date, an amount equal to the Principal Amount Outstanding of the relevant Bond as at such date *plus* accrued and unpaid interest thereon to, but excluding, such date.

"**Bond Registrar**" means The Bank of New York Mellon, Seoul Branch, or any successor thereto.

"**Bonds**" means, together, the Class A1 Bond and the Class A2 Bond.

"**Bond Secured Parties**" means the Note Trustee (in its individual capacity and in its capacity as trustee for the benefit of the Noteholders), the Bondholder, the Swap Providers, the Calculation Agents, the Bond Agents, the Note Agents, the Bond Issuer Administrator, the Note Issuer Administrator, the Designated FX Bank and the Account Banks. For the avoidance of doubt, any holder of the Bonds other than the Bondholder shall not become a Bond Secured Party only by reason of such person being the holder of the Bonds.

"**Bond Subscription and Agency Agreement**" means the bond subscription and agency agreement dated or to be dated on or about the Closing Date among, *inter alios*, the Bond Issuer, the Bondholder and the Note Trustee.

"**BSS Score**" means the score under the BSS credit scoring system developed by, amongst others, the Originator.

"**Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign currency deposits) in Hong Kong, London, New York, Singapore and Seoul.

"**Capital Adequacy Ratio**" means the capital adequacy ratio calculated from time to time in accordance with, and in the manner prescribed by, applicable laws and regulations in Korea then in effect, in order to determine whether the Minimum Capital Adequacy Ratio is satisfied by the Servicer.

"**Card**" means each card issued to an Accountholder by the Originator in connection with an Account for the provision of Lump Sum Purchases, Cash Advances, Revolving Purchases, Revolving Cash Advances or Instalment Purchases.

"**Card Agreements**" means the Credit Card Membership Agreements or any other agreement between an Accountholder and the Originator (as amended, modified, varied or waived by the Originator from time to time) pursuant to which the Accountholder obtains consumer finance products, including as of the date hereof, Lump Sum Purchases, Cash Advances, Instalment Purchases, Revolving Purchases and Revolving Cash Advances.

"**Card Loan Receivables**" means receivables arising from long-term card loans made pursuant to the long-term card loan article of the relevant Card Agreement.

"**Cash Advances**" means the provision of cash advances pursuant to the cash advances article of the relevant Card Agreement for which payment must be made on a Lump Sum Basis.

"**Change of Law**" means an amendment, supplement, novation or re-enactment of relevant Law.

"**Class A1 Bond**" means the bond denominated in U.S. dollars to be issued by the Bond Issuer to the Note Issuer on the Closing Date pursuant to provisions of, and as defined in, the Bond Subscription and Agency Agreement.

"**Class A1 Bond Conditions**" means the terms and conditions of the Class A1 Bond in the form set out in the Bond Subscription and Agency Agreement.

"**Class A1 Calculation Agent**" means the Class A1 Swap Provider or such other person appointed under the Class A1 Swap Agreement from time to time.

"**Class A1 Confirmation**" means the confirmation detailing the cross currency swap transaction governed by the Class A1 Swap Agreement.

"**Class A1 Credit Support Annex**" means the ISDA Credit Support Annex (English Law) (as published by the International Swaps and Derivatives Association, Inc.) annexed to the Class A1 Swap Agreement.

"**Class A1 Note Conditions**" means the terms and conditions of the Class A1 Notes in the form set out in the Second Schedule to the Note Trust Deed as the same may be modified from time to time in accordance with the terms thereof, and any reference to a numbered "Note Condition" in respect of the Class A1 Notes or to a numbered "Class A1 Note Condition" shall be construed accordingly.

"**Class A1 Note Redemption Amount**" means, at any date, an amount equal to the Principal Amount Outstanding of the Class A1 Notes as at such date *plus* accrued and unpaid interest thereon to, but excluding, such date.

"**Class A1 Schedule**" means the schedule to the Class A1 Swap Agreement.

"**Class A1 Swap Agreement**" means the agreement dated on or before the Closing Date between the Class A1 Swap Provider and the Bond Issuer (in their capacities, respectively, as Party A and Party B) the terms and conditions of which are set forth in a 1992 ISDA Master Agreement (Multicurrency-Cross Border), together with the Class A1 Schedule, Class A1 Confirmation and Class A1 Credit Support Annex.

"**Class A1 Swap Provider**" means ING Bank N.V., Seoul Branch, or any successors or replacements thereto.

"**Class A2 Bond**" means the bond denominated in Singapore dollars to be issued by the Bond Issuer to the Note Issuer on the Closing Date pursuant to provisions of, and as defined in, the Bond Subscription and Agency Agreement.

"**Class A2 Bond Conditions**" means the terms and conditions of the Class A2 Bond in the form set out in the Bond Subscription and Agency Agreement.

"**Class A2 Calculation Agent**" means the Class A2 Swap Provider or such other person appointed under the Class A2 Swap Agreement from time to time.

"**Class A2 Confirmation**" means the confirmation detailing the cross currency swap transaction governed by the Class A2 Swap Agreement.

"**Class A2 Credit Support Annex**" means the ISDA Credit Support Annex (English Law) (as published by the International Swaps and Derivatives Association, Inc.) annexed to the Class A2 Swap Agreement.

"**Class A2 Note Conditions**" means the terms and conditions of the Class A2 Notes in the form set out in the Second Schedule to the Note Trust Deed as the same may be modified from time to time in accordance with the terms thereof, and any reference to a numbered "Note Condition" in respect of the Class A2 Notes or to a numbered "Class A2 Note Condition" shall be construed accordingly.

"**Class A2 Note Redemption Amount**" means, at any date, an amount equal to the Principal Amount Outstanding of the Class A2 Notes as at such date *plus* accrued and unpaid interest thereon to, but excluding, such date.

"**Class A2 Schedule**" means the schedule to the Class A2 Swap Agreement.

"**Class A2 Swap Agreement**" means the agreement dated on or before the Closing Date between the Class A2 Swap Provider and the Bond Issuer (in their capacities, respectively, as Party A and Party B) the terms and conditions of which are set forth in a 1992 ISDA Master Agreement (Multicurrency-Cross Border), together with the Class A2 Schedule, Class A2 Confirmation and Class A2 Credit Support Annex.

"**Class A2 Swap Provider**" means DBS Bank Ltd., Seoul Branch, or any successors or replacements thereto.

"**CMS Arrangement**" means an arrangement whereby KFTC has consented to the KFTC Application providing for a direct transfer of payments due from a bank account of the relevant Accountholder to the Trust Collection Account.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collateral Audit**" means each audit conducted by the Designated Accounting Firm of all Receivables in the Receivables Pool in accordance with the provisions of the Trust Agreement.

"**Collateral Audit Agreed Upon Procedures**" means the agreed upon procedures to be applied by the Designated Accounting Firm pursuant to the provisions of the Trust Agreement in connection with the performance of each Collateral Audit, in the form set out in the Fifth Schedule to the Bond Subscription and Agency Agreement.

"**Collection Period**" means, with respect to the first Trust Distribution Date, the period from but excluding the Initial Cut-off Date to and including the last day of the immediately preceding calendar month and, with respect to each subsequent Trust Distribution Date, the period from and including the first day of the immediately preceding calendar month to and including the last day of such calendar month.

"**Collection Report**" means a report which may be prepared by the Servicer on any Seoul Business Day and which is in the form set out in the Sixth Schedule to the Bond Subscription and Agency Agreement.

"**Collections**" means, with respect to a Receivable and any Collection Period, all amounts collected and received by the Trustee or the Servicer in respect thereof during such Collection Period, including collections in respect of amounts owed for Lump Sum Purchases, Instalment Purchases, Revolving Purchases, Revolving Cash Advances, Cash Advances, interest, finance charges, cash advance fees, late charges, annual membership fees and other fees payable thereunder (but, for the avoidance of any doubt, excluding any merchant fees or similar charges to merchants), principal or interest amounts recovered or collected upon enforcement of such Receivable, recoveries of Receivable Balance Adjustments and payments of any Reassignment Price.

"**Consolidated Insolvency Act**" means the Act on Debtor Rehabilitation and Bankruptcy of Korea (Law No. 7428, 31 March, 2005), effective on 1 April, 2006 and as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Controlled Amortisation Period**" means the period from and including the day immediately following the last day of the Revolving Period until the earlier to occur of (a) the date on which the Early Amortisation Period commences, (b) the Enforcement Date and (c) the date on which all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations have been paid in full; *provided that* the Controlled Amortisation Period shall not commence if the Early Amortisation Period has commenced or if an Enforcement Notice has been served.

"**Core Records**" means, with respect to each Account, the related Card Agreements (including the application forms held by the Originator, in physical form or electronic form (*provided that* such electronic form shall be duplicate of the same document in physical form and that the physical form of such document shall be readily available)) and all electronic payment records relating to such Account and the relevant Automatic Debit Agreement and CMS Arrangement.

"**Corporate Income Tax Law of Korea**" means the Corporate Income Tax Law of Korea (Law No. 5581, 28 December, 1998), as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Counterparty**" means Woori Card 2017-2 Asset Securitization Specialty Co., Ltd.

"**Credit Card Guidelines**" means the policies and procedures of the Originator relating to the operation of its credit card business (as may be amended, modified, waived or varied from time to time by the Originator in accordance with the provisions of the Transaction Documents), including, without limitation, the policies and procedures for determining the creditworthiness of Accountholders and the extension of credit to Accountholders and the policies and procedures relating to the collection of credit card receivables.

"**Credit Card Membership Agreement**" means each credit card membership agreement pursuant to which a Receivable arises (including, without limitation, the related application forms and the confirmation letters and the related schedules, sub-schedules, supplements, amendments thereto and all other documents and reports relating thereto) between the Accountholder as principal member and the Originator, which, as of the Closing Date, conforms in all material respects to the English translation thereof which is annexed to the Trust Agreement.

"**Credit Support Annex**" means, as the context may require, the Class A1 Credit Support Annex or the Class A2 Credit Support Annex.

"**CRPA**" or "**Corporate Restructuring Promotion Act of Korea**" means the Corporate Restructuring Promotion Act of Korea (Law No. 14075, 18 March, 2016), as amended from time to time, and the rules, regulations and decrees promulgated thereunder and any and all successor legislation thereto.

"**Cut-off Date**" means, with respect to each designation of a Designated Account by the Originator, the date as of which the aggregate Receivable Balances of the Receivables then existing in such Designated Account are determined.

"**Data File**" means a data file containing all relevant information, compiled by the Originator and the Servicer and delivered to the Trustee and the Back-up Servicer pursuant to the provisions of the First Schedule to the Servicing Agreement, with respect to the Receivables for the purpose of servicing such Receivables, including payment records of Accountholders.

"**Defaulted Amounts**" means, in relation to a Collection Period, the aggregate principal amount of Defaulted Receivables as of the end of such Collection Period which became Defaulted Receivables during such Collection Period.

"**Defaulted Receivable**" means an Eligible Receivable (without duplication between any of the items set out below):

(a) any portion of which is past due for 181 days or more;

(b) in respect of which the Servicer learns or determines that the Accountholder is deceased;

(c) in respect of which the Servicer learns or determines that the Accountholder has been imprisoned;

(d) in respect of which the Servicer learns or determines that the Accountholder is bankrupt or has filed for bankruptcy, insolvency, rehabilitation or otherwise is subject to the Consolidated Insolvency Act or similar legal proceedings (or an analogous event occurs with respect to the Accountholder) including the Individual Workout Program;

(e) in respect of which the Servicer is (or determines that it is) unable to locate the Accountholder;

(f) in respect of which the Servicer in its discretion determines that all amounts likely to be received with respect to such Receivable have been received (if such amounts are less than the aggregate amounts due and payable in respect of such Receivable);

(g) which is written off by the Servicer in accordance with the Credit Card Guidelines;

(h) in respect of which the Servicer learns or determines that the relevant Accountholder has emigrated from Korea;

(i) which has been, since the date it arose, rescheduled, reduced, restructured, refinanced, Re-aged or changed to avoid delinquency or default; or

(j) in respect of which the Originator, in its capacity as Servicer, reasonably determines that such Receivable is, or is likely to be, subject to charge-off and requests the reassignment of such Receivable to the Originator in accordance with the Trust Agreement;

provided that, (i) any Eligible Receivable arising under an Account in respect of which there exists a Defaulted Receivable shall be deemed to be a Defaulted Receivable; (ii) a Receivable shall not be deemed to be a Defaulted Receivable solely because such Receivable is subject to a Receivable Balance Adjustment; and (iii) once a Receivable is deemed to be a Defaulted Receivable, it shall thereafter always be deemed to be a Defaulted Receivable.

"**Definitive Note Certificate**" means a Note in definitive registered form in substantially the form set out in the Note Trust Deed and having the relevant Note Conditions endorsed thereon or attached thereto.

"**Delinquency Ratio**" means, with respect to any Collection Period, as of the end of such Collection Period, the aggregate Receivable Balance of those Receivables which have become Delinquent Receivables during such Collection Period as a percentage of the aggregate Receivable Balance of all Eligible Receivables as at the opening of business on the first day of such Collection Period.

"**Delinquent Receivable**" means an Eligible Receivable (other than a Defaulted Receivable), any payment with respect to which is not made by the last day of the second calendar month following the month in which such payment was first due, without regard to any extensions; *provided that* any Eligible Receivable arising under an Account in respect of which there exists a Delinquent Receivable shall be deemed to be a Delinquent Receivable.

"**Designated Account**" means each Account, including, for the avoidance of doubt, each Initial Account and each Additional Account designated as such by the Originator from time to time in a Receivables List delivered to the Trustee pursuant to the provisions of the Trust Agreement, the Receivables in which have been, or shall be, entrusted to the Trustee.

"**Designated Accounting Firm**" means, in respect of the audits of the Receivables to be entrusted on each Entrustment Date in accordance with the Entrustment Date Agreed Upon Procedures, each Servicing Review Report, each *Hwak-jung-bo-wan-gong-shi* report to the FSC, and each Collateral Audit in accordance with the Collateral Audit Agreed Upon Procedures, Samil PWC or, in each case, any other firm of internationally recognised public accountants as may be agreed between the Originator and the Majority Investor (with prior written notice to the Rating Agency).

"**Designated FX Bank**" means ING Bank N.V., Seoul Branch or any Eligible Entity as a successor or replacement thereto.

"**Determination Date**" means the twelfth day of each month or if such day is not a Seoul Business Day the immediately preceding Seoul Business Day; *provided that* the first Determination Date shall fall in December 2017.

"**Dilution Ratio**" means, as of the last day of each Collection Period (excluding the first Collection Period), the ratio, calculated as a percentage, of (a) the aggregate of all Receivable Balance Adjustments made during such Collection Period to (b) the aggregate Receivable Balance as at the opening of business on the first day of such Collection Period.

"**Early Amortisation Period**" means the period from and including the first day of the Collection Period in which an Early Amortisation Event is declared to have occurred by the Transaction Administrator in accordance with the Transaction Administration Agreement, until the earlier to occur of (i) the Enforcement Date and (ii) the date on which all the Trust Obligations, the Bond Issuer Obligations and the Note Issuer Obligations have been paid in full.

"**Early Termination Date**" is defined in each Swap Agreement.

"**Eligible Account**" means a Designated Account which (1) as of the relevant Cut-off Date satisfies each of the following criteria and (2) as of the relevant Entrustment Date and thereafter as of the last day of each Collection Period satisfies each of the following criteria, other than those set out in paragraphs (a), (d), (e)(ii), (e)(iii), (e)(vi), (e)(vii), (f), (g), (h), (i), (l) and (o) below; *provided that* the criterion set out in paragraph (e)(iv) below is satisfied as of the relevant Cut-off Date the relevant Entrustment Date and the last day of each Collection Period:

(a) is in existence, is serviced by the Servicer on the relevant Cut-off Date, and has been in existence for at least 6 months prior to the relevant Cut-off Date;

(b) all amounts payable thereunder are denominated in Won;

(c) it has not been cancelled or classified as written-off in accordance with the relevant Credit Card Guidelines;

(d) it is an Account which is not currently suspended or disabled by the Originator for reasons of delinquency or default;

(e) it is held by an Accountholder who:

(i) has provided their billing address in Korea;

(ii) is not an employee of the Originator;

(iii) is a natural person who is at least twenty (20) years old and not more than sixty-five (65) years old (as calculated in accordance with the Laws of Korea) and is not deceased;

(iv) has not been registered with the Korea Federation of Banks as being a delinquent or defaulted debtor;

(v) has no other credit card account with the Originator;

(vi) has not entered into the Individual Workout Program; and

(vii) has not been subject to any proceedings under the Consolidated Insolvency Act or any similar legal proceedings;

(f) no Receivable arising in such Account has been rescheduled, reduced, restructured, refinanced, Re-aged or otherwise changed in order to avoid delinquency and/or default since 1 April 2013;

(g) it was selected as a Designated Account without use of any selection procedures adverse to the Trust on a random basis from the Originator's portfolio of card accounts;

(h) as of the relevant Cut-off Date, no Receivables in any Initial Account or Additional Account are past due;

(i) with respect to any Account, it has not had a Delinquent Receivable in such Account in accordance with the relevant Credit Card Guidelines more than twice in the lesser of (x) the 18 month period prior to the relevant Cut-off Date and (y) the number of months for which such Account has been in existence, prior to the relevant Cut-off Date;

(j) the related Credit Card Membership Agreement, together with the relevant application forms entered into by the related Accountholder:

(i) conforms in all material respects to the English translation thereof which is annexed to the Trust Agreement or as modified from time to time in accordance with the provisions of the Transaction Documents;

(ii) represents the entire agreement between the Originator and the related Accountholder in respect of the Account;

(iii) is in full force and effect; and

(iv) constitutes the legal, valid and binding obligation of the relevant Accountholder enforceable against it in accordance with its terms (subject to applicable bankruptcy or insolvency related exceptions) and does not contravene any applicable Laws;

(k) it was opened by the Originator in the ordinary course of its business and in accordance with the Credit Card Guidelines and all other applicable requirements of its policies, practices and procedures relating to its card business;

(l) it is an Account that has a BSS Score of at least 350 or its equivalent credit score; *provided that* the methodology for calculating such equivalent credit score is explained and presented by the Originator to the Majority Investor and is mutually agreeable to the Originator and the Majority Investor;

(m) it is an Account which has not been, and in respect of which there are no Receivables which have been sold or otherwise conveyed to, or made the subject of a Lien in favour of, any Person (except pursuant to the Trust Agreement), other than in respect of Accounts and Receivables arising thereunder for which any such sale, conveyance or Lien is revoked or released on or before the relevant Entrustment Date;

(n) it is an Account that has a credit limit not exceeding KRW70,000,000 as of the Cut-off Date and KRW120,000,000 thereafter;

(o) at least three separate billing statements have been issued in respect thereof since the date it was opened until the relevant Cut-off Date; and

(p) it is not an Account classified by the Originator as fraudulent.

"**Eligible Account Collections**" means, with respect to each Collection Period:

(a) all Collections received by the Trustee and the Servicer during each such Collection Period on Receivables which arose under Designated Accounts which were Eligible Accounts on the relevant date of collection; and

(b) any amounts which constitute Eligible Account Collections in accordance with the provisions of the Trust Agreement (including, following the occurrence of an Early Amortisation Event, principal and interest amounts recovered or collected in connection with any Defaulted Receivables or recoveries of Receivable Balance Adjustments);

provided that, prior to the Early Amortisation Period or the Enforcement Date, principal and interest amounts recovered or collected in connection with any Defaulted Receivables or recoveries of Receivable Balance Adjustments, shall not constitute Eligible Account Collections.

"**Eligible Account Interest Collections**" means, with respect to Eligible Account Collections which are (i) on deposit in the Trust Collection Account and each Auto Debit Account (without duplication) or (ii) retained by the Servicer as Daily Cash Release upon satisfaction of certain conditions in accordance with the Trust Agreement for any Collection Period (without duplication between any of the items set out below):

(a) the portion thereof (including the interest portion of any amount of any Reassignment Price deposited into the Trust Collection Account) representing interest, finance charges, cash advance fees, late charges and other fees payable thereunder;

(b) all investment income arising from (i) investments made with amounts on deposit in the Trust Collection Account or Trust Reserve Account and credited to each of the Trust Collection Account and the Trust Reserve Account, respectively and (ii) all accrued interest on the amounts on deposit in each Auto Debit Account from time to time;

(c) all amounts paid pursuant to Clauses 8 and 9 of the Trust Agreement and designated as Eligible Account Interest Collections; and

(d) during the Early Amortisation Period or on or after the Enforcement Date, interest amounts recovered or collected upon enforcement of Defaulted Receivables, but excluding Eligible Account Principal Collections.

"**Eligible Account Principal Collections**" means, with respect to Eligible Account Collections which are (i) on deposit in the Trust Collection Account and each Auto Debit Account (without duplication) or (ii) retained by the Servicer as Daily Cash Release upon satisfaction of certain conditions in accordance with the Trust Agreement for any Collection Period:

(a) the portion thereof (including the principal portion of any amount of any Reassignment Price deposited into the Trust Collection Account) representing amounts owed for Lump Sum Purchases, Cash Advances, Revolving Purchases, Revolving Cash Advances and Instalment Purchases (in each case not constituting Eligible Account Interest Collections);

(b) all amounts transferred from the Trust Reserve Account to the Principal Collections Ledger of the Trust Collection Account and designated as Eligible Account Principal Collections pursuant to the provisions of the Trust Agreement; and

(c) during the Early Amortisation Period or on or after the Enforcement Date, principal amounts recovered or collected upon enforcement of Defaulted Receivables and recoveries of Receivable Balance Adjustments.

"**Eligible Credit Support**" is defined in each Swap Agreement.

"**Eligible Entity**" means any entity which has (or whose head office has) a long-term bank deposit rating of at least "A2" by Moody's or a short-term bank deposit rating of at least "P-1" by Moody's (or such other ratings as the Majority Investor, the Swap Providers and the Originator may agree (with notice to the Rating Agency) in respect of any entity from time to time);

provided that:

(a) if an Account Bank or the Paying Agent is not rated by Moody's, the relevant ratings shall be those of its head office;

(b) in the case of an Account Bank or the Bond Registrar which is not rated by Moody's, the ratings of its head office by Moody's shall be a short-term bank deposit rating of at least "P-1" by Moody's or a long-term bank deposit rating of at least "A2" by Moody's; and

(c) in the case of the Back-up Servicer, an "Eligible Entity" shall be any entity which has a counterparty risk assessment or senior unsecured debt rating of at least "Baa2" by Moody's.

"**Eligible Investments**" means the following investments, in each case denominated in Won, U.S. dollars or Singapore dollars:

(a) time deposits, overnight loans, certificates of deposit or banker's acceptances of depository institutions having (or whose head office has) a short-term bank deposit rating of at least "P-1" by Moody's or a long-term bank deposit rating of at least "A2" by Moody's;

(b) commercial paper having, at the time of investment, a short-term bank deposit rating of at least "P-1" by Moody's or a long-term bank deposit rating of at least "A2" by Moody's; *provided that* any such investment must mature not later than the next succeeding Trust Distribution Date and the purchase price thereof must not exceed the principal amount thereof; or

(c) any investment made by the Trustee or the Transaction Administrator in certificates of deposit, money market deposit accounts, one-month time deposits, overnight deposits and overnight loans issued or administered by the Account Bank (if The Bank of New York Mellon, Seoul Branch is the Account Bank);

provided that:

(i) any such investment made by the Trustee or the Transaction Administrator (other than in respect of commercial paper and Permitted Time Deposits) shall have a maturity date which falls on or prior to the Seoul Business Day immediately preceding the next succeeding Trust Distribution Date or can be withdrawn at any time without penalty and any investment made by the Note Trustee shall have a maturity date which falls on or prior to the second Hong Kong Business Day immediately preceding the next succeeding Note Payment Date or can be withdrawn at any time without penalty; *provided that* any investment made by the Trustee or the Transaction Administrator in certificates of deposit, money market deposit accounts, one-month time deposits, overnight deposits and overnight loans issued or administered by the Account Bank (if The Bank of New York Mellon, Seoul Branch is the Account Bank) shall have a maturity date which falls on the next succeeding Trust Distribution Date;

(ii) any investment made by the Trustee or the Transaction Administrator which liquidates on or before the Seoul Business Day immediately preceding the next succeeding Trust Distribution Date shall be invested by the Trustee or the Transaction Administrator in certificates of deposit, money market deposit accounts, one-month time deposits, overnight deposits and overnight loans issued or administered by the Account Bank (if The Bank of New York Mellon, Seoul Branch is the Account Bank) which such investment can be withdrawn at any time without penalty; and

(iii) any amount denominated in Won to be invested by the Trustee or the Transaction Administrator, as the case may be, shall be invested in an investment denominated in Won, any amount denominated in U.S. dollars to be invested by the Transaction Administrator shall be invested in an investment denominated in U.S. dollars and any amount denominated in Singapore dollars to be invested by the Transaction Administrator shall be invested in an investment denominated in Singapore dollars.

"**Eligible Pool Balance**" means, as of any date of determination, an amount equal to the aggregate of the Receivable Balances of all Eligible Receivables in the Receivables Pool less the aggregate Receivable Balance of all Excluded Receivables.

"**Eligible Pool Balance Requirement**" means the requirement that, as of any date of determination, the sum of:

(a) the Eligible Pool Balance as of the close of business at the end of the day falling two (2) Seoul Business Days prior to such date of determination; *plus*

(b) all amounts standing to the credit of the Trust Collection Account and the Trust Reserve Account (excluding any Collections deposited into the Trust Collection Account in respect of any Eligible Receivables forming part of the Eligible Pool Balance determined under paragraph (a) above) in excess of the sum of (i) the Required Collection Amount and (ii) the Required Reserve Amount as of the close of business at the end of the immediately preceding Seoul Business Day; *plus*

(c) during the Controlled Amortisation Period, so long as no Early Amortisation Event has occurred and neither Swap Agreement has been terminated, all amounts standing to the credit of the Trust Collection Account and the Trust Reserve Account (which are not already included under paragraph (b) above) which are Principal Collections held in relation to the next payment of the Investor Amortisation Amount as of the close of business at the end of the immediately preceding Seoul Business Day,

is not less than the Required Percentage of the Trust Interest Amount as of such date.

"**Eligible Receivable**" means a Receivable which satisfies each of the following criteria as of the relevant Cut-off Date (other than with respect to paragraph (f) below) and as of the relevant Entrustment Date, or in the case of a New Receivable, as of the date of its creation:

(a) it has arisen under an Eligible Account;

(b) it was created in compliance with all requirements of applicable Law and pursuant to a Credit Card Membership Agreement which complies with all requirements of applicable Law, in either case the failure to comply with which may have a Material Adverse Effect on the collectability of such Receivable;

(c) all consents, licences, approvals or authorisations of, or registrations or declarations with, any Governmental Entity required to be obtained, effected or given in connection with the creation of such Receivable or the execution, delivery and performance by the Originator of the related Card Agreement have been duly obtained or given and are in full force and effect;

(d) it has arisen in an Account in respect of which the related Credit Card Membership Agreement and application forms conform in all respects to the English form of Credit Card Membership Agreement and application form attached as Schedule 8 to the Trust Agreement and represents the entire agreement between the Originator and the related Accountholder covering the Account and is in full force and effect, and which constitutes the legal, valid and binding obligation of the relevant Accountholder enforceable against it in accordance with its terms (subject to applicable bankruptcy or insolvency related exceptions) and does not contravene any applicable Laws;

(e) the Trustee will have good and marketable title thereto, free and clear of all Liens except those created under the Transaction Documents;

(f) it has been the subject of a valid entrustment from the Originator to the Trustee of all the Originator's right, title, interest and benefit therein and in the proceeds thereof and a valid transfer from the Originator to the Trustee of the related Account Records;

(g) the Trustee has a valid and enforceable perfected ownership interest in such Receivable (against all parties other than the related Accountholder, perfection against which shall require only delivery of a Perfection Notice in accordance with the Servicing Agreement), free and clear of any Lien;

(h) it will at all times be the legal, valid and binding payment obligation of the relevant Accountholder enforceable against such Accountholder in accordance with its terms, subject to applicable bankruptcy or insolvency related exceptions;

(i) it has not been rescheduled, reduced, waived, Re-aged, restructured, refinanced or otherwise changed to avoid delinquency and/or default;

(j) it is not subject to any right of rescission, set-off, counterclaim, adverse claim or defence (including the defence of usury), other than defences related to bankruptcy or insolvency, and no circumstances exist which would give any Accountholder the right to refuse to make any payment under the related Credit Card Membership Agreement;

(k) the Originator has satisfied all obligations to be fulfilled as to such Receivable at the time it is entrusted to the Trustee;

(l) the Originator has done nothing, at or prior to the time of its entrustment to the Trustee, to impair the rights of the Trustee with respect thereto;

(m) its entrustment to the Trustee, transfer, assignment or sale is not prohibited or restricted for any reason and does not require prior notice to, or consent from, the Accountholder or any other Person;

(n) it is, and will at all times be, capable of being, segregated and identified for ownership purposes;

(o) it has arisen under a Card that has not been reported as stolen or lost, or if so reported, it has arisen before such report has been made or after cancellation and replacement of such Card in accordance with the Credit Card Guidelines;

(p) it has not been identified by the Servicer as having been created as a result of fraudulent use of any Card;

(q) it represents a direct bilateral obligation of the relevant Accountholder and the Originator;

(r) other than with respect to Receivables arising under the Instalment Purchases provisions of a Credit Card Membership Agreement, it is required to be repaid on a Lump Sum Basis or a Revolving Payment Basis;

(s) if it arises under an Account where the relevant Accountholder uses multiple services provided by the Originator, it arises in respect of the use of Lump Sum Purchases, Cash Advances, Instalment Purchases, Revolving Purchases or Revolving Cash Advances;

(t) it was originated by the Originator in the ordinary course of its business in accordance with the Credit Card Guidelines and all other applicable requirements of its policies, practices and procedures relating to its card business;

(u) it has not been transferred or assigned to any third party (other than to the Trustee under the Trust Agreement); and

(v) the Originator is in possession of all Account Records and the Card Agreements with respect thereto.

"**Enforcement Date**" means the date on which an Enforcement Notice is delivered.

"**Enforcement Notice**" means a Bond Enforcement Notice or a Note Enforcement Notice.

"**Entrustment Date Agreed Upon Procedures**" means:

(a) in relation to the Initial Entrustment Date, the agreed upon procedures to be applied by the Designated Accounting Firm pursuant to the provisions of the Trust Agreement on the Initial Entrustment Date, in the form set out in the Bond Subscription and Agency Agreement; and

(b) in relation to each Entrustment Date (other than the Initial Entrustment Date), the agreed upon procedures to be applied by the Designated Accounting Firm pursuant to the provisions of the Trust Agreement on each such Entrustment Date, in the form set out in the Bond Subscription and Agency Agreement (as such form may be modified to reflect changes to the reporting standards prescribed by the FSC from time to time).

"**Equityholder**" means each holder of equity interests in the Bond Issuer.

"**Equity Interests**" means the equity interests in the Bond Issuer.

"**Equity Pledge Assets**" means, together, the Equity Interests held by each Equityholder and all dividends, interest and other moneys payable in respect thereof and any other rights, assets, benefits and proceeds in respect of or derived therefrom (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise) which are pledged to the Bond Secured Parties by the Equityholders pursuant to the Equity Pledge Agreement.

"**Excess Trust Expenses**" means, for any Collection Period, expenses in excess of Trust Expenses which are (a) reasonably incurred by the Trustee and (b) of an exceptional nature or otherwise outside the scope of the normal duties of the Trustee under the Trust Agreement.

"**Excluded Receivable**", as of the close of business on any date (other than as specified below), shall have the following meaning (without duplication between any of the items set out below):

(a) the amount by which the aggregate Receivable Balance of all Eligible Receivables as of the close of business on such date which arise under the Instalment Purchases provisions of the Card Agreements exceeds 45 per cent. of the Receivable Balance of all Eligible Receivables as of the close of business on such date, shall constitute Excluded Receivables;

(b) the amount by which the aggregate Receivable Balance of all Eligible Receivables as of the close of business on such date which arise from Cash Advances (excluding Revolving Cash Advances) exceeds 35 per cent. of the Receivable Balance of all Eligible Receivables as of the close of business on such date, shall constitute Excluded Receivables;

(c) the amount by which the aggregate Receivable Balance of all Eligible Receivables as of the close of business on such date which are payable on a Revolving Payment Basis exceeds 20 per cent. of the Receivable Balance of all Eligible Receivables as of the close of business on such date, shall constitute Excluded Receivables;

(d) the amount by which the aggregate Receivable Balance of all Eligible Receivables as of the close of business on such date which arise from Revolving Cash Advances exceeds 10 per cent. of the Receivable Balance of all Eligible Receivables as of the close of business on such date, shall constitute Excluded Receivables;

(e) the amount by which the aggregate Receivable Balance of all Eligible Receivables as of the close of business on such date which arise from Lump Sum Basis exceeds 70 per cent. of the Receivable Balance of all Eligible Receivables as of the close of business on such date, shall constitute Excluded Receivables;

(f) the amount of the aggregate Receivable Balances of all Eligible Receivables as of the close of business on such date arising in respect of Instalment Purchases, from instalments which are due after the Note Expected Maturity Date shall constitute Excluded Receivables (for the avoidance of doubt, instalments which are due before the Note Expected Maturity Date in respect of any Instalment Purchase with a final maturity date which falls after the Note Expected Maturity Date and any prepayments received before the Note Expected Maturity Date of instalments which are due after the Note Expected Maturity Date, shall not constitute Excluded Receivables);

(g) if on the last day of the most recently ended Collection Period, any payments by the Accountholders of, in aggregate, more than 2 per cent. of all Designated Accounts (by number of Accounts) were not collected pursuant to an Automatic Debit Agreement or a CMS Arrangement (such Designated Accounts, the "**Excess Accounts**"), then all Eligible Receivables arising under the Excess Accounts shall be Excluded Receivables; *provided that* this clause (g) shall not be effective until the thirtieth day after the Closing Date;

(h) Eligible Receivables in respect of Instalment Purchases, the terms of payment for such Receivable do not provide for equal monthly repayments of principal or equal monthly principal payments plus any interest;

(i) Eligible Receivables which arise in a Designated Account in respect of which the Automatic Debit Agreement applicable to such Designated Account is either (x) terminated or (y) not renewed (i) in a form which is the same or substantially the same as the form approved by the Majority Investor on or prior to the thirtieth day after the Closing Date and which is approved by the Trustee or (ii) if not in the same or substantially the same as the form approved by the Majority Investor on or prior to the thirtieth day after the Closing Date, then in a form which has been approved by the Trustee;

(j) if it is payable on a Revolving Payment Basis, the minimum monthly payment due is less than KRW50,000 or less than 10 per cent. of the total amount outstanding;

(k) if any amendment, modification or waiver which has a Material Adverse Effect is made to the terms of the relevant Card Agreement other than in accordance with the Transaction Documents (including an amendment, modification or waiver required by a mandatory provision of applicable Law), then all Receivables then existing and thereafter arising in the related Account shall be Excluded Receivables;

(l) if it is a Receivable in respect of Instalment Purchases, the amount of such Receivable which is due and payable after a period of thirty six (36) months; and

(m) all Eligible Receivables which are Card Loan Receivables shall constitute Excluded Receivables.

"**Extra Charges**" is defined in each Swap Agreement.

"**FATCA**" is defined in the Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, or any U.S. or non-U.S. fiscal or regulatory legislation, rules, guidance notes or practices adopted pursuant to any such intergovernmental agreement.

"**Fee Letters**" means, together, the BNYM Fee Letter, the Woori Fee Letter and the Bond Issuer Administrator Fee Letter.

"**Financial Investment Services and Capital Markets Act**" means the Financial Investment Services and Capital Markets Act of Korea (Law No. 8635, 3 August 2007), as amended from time to time and the rules, regulations and decrees promulgated thereunder.

"**Floating Amount**" is defined in the Class A1 Swap Agreement.

"**Floating Rate**" is defined in the Class A1 Swap Agreement.

"**Foreign Exchange Transaction Law**" means the Foreign Exchange Transaction Law of Korea (Law No. 5550, 16 September 1998), as amended from time to time and the rules, regulations and decrees promulgated thereunder.

"**FSS**" means the Financial Supervisory Service of Korea.

"**FX Dealer**" means, with respect to any spot exchange of Won into U.S. dollars or Singapore dollars or any other currency to be effected by the Transaction Administrator or, as the case may be, the Security Agent in accordance with the provisions of the Transaction Administration Agreement or by the Transaction Administrator or the Trustee in connection with any Eligible Investments, any of the Account Banks or any leading dealer in the relevant foreign exchange markets as selected by the Transaction Administrator or, as the case may be, the Security Agent with a short-term bank deposit rating of at least "P-1" by Moody's or a long-term bank deposit rating of at least "A2" by Moody's.

"**Global Notes**" means, together, the Class A1 Global Note and the Class A2 Global Note.

"**Government**" means the Government of Korea.

"**Governmental Entity**" means any:

(a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign;

(b) any subdivision, agent, commission, board or authority of any of the foregoing; or

(c) any quasi-governmental or private body exercising any executive, legislative, judicial, administrative, regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"**Holder**" shall have the meaning given to it in Note Condition 1(b).

"**Hong Kong Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign currency deposits) in Hong Kong.

"**Individual Workout Program**" means the program under which debt adjustments and any similar measures taken or to be taken for the purpose of credit restoration and the prevention of the insolvency of an Accountholder by way of (i) granting a grace period for repayment of the principal and interest of a Receivable, (ii) debt reduction or release, (iii) extension of the repayment period, (iv) allowing installment repayments, and/or otherwise, in accordance with the Work-out Code and shall include any relevant Pre-Workout Plan.

"**Ineligible Account**" means, on any date, an Account which:

(a) is not an Eligible Account on such date; or

(b) has an Ineligible Receivable in it on such date,

and any Account which has been at any time an Ineligible Account may never again be an Eligible Account and may not be designated as an Eligible Account by the Originator on any subsequent Cut-off Date.

"**Ineligible Receivable**" means, on any date, any Receivable which:

(a) arises or has arisen in the same Designated Account as a Receivable which is not an Eligible Receivable on such date; or

(b) arises in a Designated Account which is or is determined to be or becomes an Ineligible Account; or

(c) is not an Eligible Receivable on such date.

"**Initial Account**" means each Account specified in the Receivables List delivered by the Originator to the Trustee in respect of the Initial Entrustment Date and under which any Receivable entrusted to the Trustee on the Initial Entrustment Date arises.

"**Initial Cut-off Date**" means 18 September 2017.

"**Initial Entrustment Date**" means the Closing Date.

"**Initial Investor Interestholder**" means the Bond Issuer.

"**Initial Majority Investor**" means Mont Blanc Capital Corp.

"**Initial Subscribers**" means Mont Blanc Capital Corp. and DBS Bank Ltd.

"**Insolvency Event**" means in relation to any Person:

(a) a court, agency or supervisory authority having jurisdiction enters a decree or order for the appointment of a receiver, trustee, examiner, administrator or liquidator for such Person in any insolvency, bankruptcy, individual debtor rehabilitation, corporate reorganisation, composition, examination proceedings, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of its affairs;

(b) such Person initiates or consents to the appointment of a receiver, trustee, examiner, administrator or liquidator in any insolvency, bankruptcy, individual debtor rehabilitation, corporate reorganisation, composition, examination proceedings, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to such Person or of or relating to substantially all of its property or such Person makes a conveyance or assignment for the benefit of creditors generally (or any class of its creditors) or enters into an arrangement or composition with its creditors generally (or any class of its creditors);

(c) that such Person admits in writing its inability to pay its debts generally as they become due, files a petition for its bankruptcy, composition, individual debtor rehabilitation or corporate reorganisation, makes an assignment for the benefit of any class of its creditors or members, enters into a moratorium involving any of them, or voluntarily suspends payments of its obligations or its liabilities exceed its assets;

(d) such Person becomes a failing company (*busiljinghugiub*) under the CRPA or a failing financial institution (*busilkeumyunggikwan*) under the Act on the Structural Improvement of the Financial Industry;

(e) such Person ceases to carry on all or any substantial part of its business, or threatens to do so;

(f) an application or petition for bankruptcy, composition, corporate reorganisation, individual debtor rehabilitation or insolvency proceedings is filed against such Person and any such petition or application has not been withdrawn or dismissed by the date which is thirty (30) days after the date of such filing; or

(g) any event analogous or having a similar effect to any of the events described in paragraphs (a) to (f) above occurs under the Laws of any relevant jurisdiction.

"**Insolvency Law**" means all applicable laws of Korea relating to liquidation, bankruptcy, the granting of a moratorium, rearrangements, receivership, insolvency, reorganisation, composition, rehabilitation, suspension of payments or similar debtor relief laws from time to time in effect affecting the rights of creditors generally, including, but without limitation, the Consolidated Insolvency Act and the CRPA.

"**Instalment Purchases**" means the provision of credit pursuant to the instalment purchase article of the relevant Card Agreement in connection with such Accountholder's purchase of products and services from specified merchants on an instalment basis for which principal payments must be made over a fixed term.

"**Interest Amount**" is defined in each Swap Agreement.

"**Interest Collections**" means all such amounts standing to the credit of the Bond Issuer Won Account which have been deposited into such account from the Trust Collection Account by way of distribution of Eligible Account Interest Collections on a Trust Distribution Date.

"**Interest Collections Ledger**" means the interest collections ledger of the Trust Collection Account.

"**Interest Period**" means, in relation to the Trust Agreement, the Bonds and the Notes, each period commencing on, and including, a Note Payment Date and ending on, but excluding the next succeeding Note Payment Date; *provided, however, that* the initial Interest Period will commence on, and include, the Closing Date and end on, but exclude, the Note Payment Date falling in December 2017.

"**Interestholders**" means, together, the Investor Interestholder, the Seller Interestholder and the Subordinated Seller Interestholder.

"**Investor Amortisation Amount**" means, in respect of any Trust Distribution Date, the Won Equivalent of the aggregate Scheduled Amortisation Amounts payable on the Bonds on the next succeeding Bond Payment Date (or, if an Early Termination Event has occurred, the Won Exchange Amount of such amount) together with the Won Equivalent or, as the case may be, the Won Exchange Amount, of all other amounts payable on the Bonds in respect of principal on such Bond Payment Date.

"**Investor Interest**" means the interest in the distributions from the Trust issued to the Investor Interestholder pursuant to the Trust Agreement.

"**Investor Interest Subscription Agreement**" means the subscription agreement relating to the Investor Interest dated 25 October 2017 among, *inter alios*, the Initial Investor Interestholder, the Trustee, the Note Trustee and the Security Agent.

"**Investor Interestholder**" means the holder or holders from time to time of the Investor Interest, including the Initial Investor Interestholder for so long as it is the holder of the Investor Interest and any subsequent transferees of the Investor Interest, including transferees by reason of enforcement of security under the Pledge Agreement.

"**Investor Percentage**" means, for each Trust Distribution Date:

(a) (i) for the purpose of determining the allocation of Eligible Account Interest Collections pursuant to the Trust Agreement during the Revolving Period, the Controlled Amortisation Period, the Early Amortisation Period or on or after the Enforcement Date and (ii) for the purpose of determining the allocation of Eligible Account Principal Collections pursuant to the Trust Agreement during the Revolving Period, the percentage equivalent of (x) the Trust Interest Amount as of the first day of the immediately preceding Collection Period *divided by* (y) the sum of (I) the Eligible Pool Balance and (II) all amounts standing to the credit of the Trust Reserve Account in excess of the amounts referred to in the definition of the Required Reserve Amount, in each case as of the first day of such Collection Period; and

(b) for the purpose of determining the allocation of Eligible Account Principal Collections pursuant to the Trust Agreement with respect to any Collection Period in the Controlled Amortisation Period, the Early Amortisation Period or on or after the Enforcement Date, the percentage equivalent of (i) the Trust Interest Amount as of the last day of the Revolving Period, *divided by* (ii) the sum of (I) the Eligible Pool Balance and (II) all amounts standing to the credit of the Trust Reserve Account in excess of the amounts referred to in the definition of the Required Reserve Amount, in each case as of the last day of the Revolving Period;

provided that the Investor Percentage shall not exceed one hundred per cent. (100 per cent.).

"**Junior Bond Issuer Amounts**" means the amounts payable by the Bond Issuer pursuant to paragraphs (a)(v) and (vi) under "*Transaction Overview – Application of Funds on Swap Payment Dates and Bond Payment Dates – Payments during the Revolving Period and the Controlled Amortisation Period – Interest Collections*" and, in the Early Amortisation Period only, paragraphs (a)(vi) and (vii) under "*Transaction Overview – Application of Funds on Swap Payment Dates and Bond Payment Dates – Payments during the Early Amortisation Period or following the Enforcement Date – Interest Collections*".

"**K-IFRS**" means the Korean International Financial Reporting Standards as adopted by the Korean Accounting Standards Board.

"**KFTC**" means the Korea Financial Telecommunications and Clearings Institute.

"**KFTC Application**" means the application to be made by the Servicer on behalf of the Trustee to KFTC substantially in the form of Part C of the Second Schedule of the Servicing Agreement.

"**Korea**" means The Republic of Korea.

"**Korean Bank Agreements**" means, together, the Bank Agreements relating to the Bond Issuer Won Account, the Trust Collection Account, the Bond Issuer FX Accounts, the Trust Reserve Account and each of the Automatic Debit Agreements.

"**Korean Pledged Documents**" means, together:

(a) the Trust Agreement;

(b) the Servicing Agreement;

(c) the Transaction Administration Agreement;

(d) the Bond Issuer Servicing Agreement;

(e) the Bond Issuer Administrator Agreement;

(f) the Investor Interest Subscription Agreement;

(g) the Korean Bank Agreements (excluding the Automatic Debit Agreements);

(h) the BNYM Fee Letter;

(i) the Woori Fee Letter;

(j) the Bond Issuer Administrator Fee Letter; and

(k) any other agreements and documents delivered or executed in connection with any of the foregoing.

"**Korean Resident**" has the meaning given to it in the Foreign Exchange Transaction Law.

"**KRW Fixed Amount**" is defined in each Swap Agreement.

"**Law**" means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree, judgment, directive or award of any Governmental Entity.

"**Liability**" means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis.

"**Lien**" means any interest in property securing an obligation owed to, or a claim by, any Person other than the owner of the property, whether such interest is based on Law or contract, whether or not such interest is recorded or perfected and whether or not such interest is contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances, and includes any mortgage,

charge, pledge, deed of trust, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), equity interest, preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever, including without limitation, any conditional sale or other retention of title agreement and any financing lease having substantially the same effect as any of the foregoing.

"**Lump Sum Basis**" means payment of outstanding amounts by an Accountholder in respect of any Receivable in full on the monthly payment date following the date of the monthly statement on which the relevant Receivable appears.

"**Lump Sum Purchases**" means the provision of credit pursuant to the lump sum purchase article of the relevant Card Agreement in connection with such Accountholder's purchase of products and services for which payment must be made on a Lump Sum Basis.

"**Majority Investor**" means, either:

(a) subject to the subscription and payment by the Initial Majority Investor of the Notes set out against its name in Schedule 1 to the Note Subscription Agreement at the Note Issue Price on the Closing Date on the terms and conditions of the Note Subscription Agreement, the Initial Majority Investor; or

(a) if the Initial Majority Investor does not hold, or no longer holds, more than 50 per cent. of the Won Equivalent of the aggregate Principal Amount Outstanding of the Class A1 Notes and the Class A2 Notes, any single Noteholder holding more than 50 per cent. of the Won Equivalent of the aggregate Principal Amount Outstanding of the Class A1 Notes and the Class A2 Notes; or

(b) if no single Noteholder holds more than 50 per cent. of the Won Equivalent of the aggregate Principal Amount Outstanding of the Class A1 Notes and the Class A2 Notes, the Note Trustee (acting on the instructions of the Noteholders in accordance with the Note Trust Deed and the Note Conditions).

"**Material Adverse Change**" means, in respect of any Person, an adverse change in the legal status, financial condition, assets or business prospects of that party which, in the reasonable opinion of the Majority Investor, is material and affects that Person's ability to perform its obligations under the Transaction Documents.

"**Material Adverse Effect**" means any event, condition, regulatory action, sanction or fine which, in the reasonable opinion of the Majority Investor, would have a material adverse effect on (a) the collectibility of the Receivables, (b) the legal status, condition (financial or otherwise), businesses or operation of the Originator or the Servicer, (c) the ability of the Originator, the Transaction Administrator (in respect of the management of the Bond Issuer's funds only), the Trustee or the Servicer to perform their respective obligations under the Transaction Documents, (d) the interests of the Investor Interestholder, the Noteholders or the Note Trustee under the Transaction Documents or (e) the Trust or the Trust Assets.

"**Minimum Capital Adequacy Ratio**" means the adjusted capital adequacy ratio or any other capital adequacy ratio, required to be maintained by the Servicer, under applicable laws and regulations in Korea (as amended from time to time) and for the avoidance of doubt, the Minimum Capital Adequacy Ratio as of the Closing Date shall be 8 per cent. as prescribed by the FSC.

"**Monthly Servicer Report**" means the report to be prepared by the Servicer each month in the form set out in the Bond Subscription and Agency Agreement as may be amended by agreement of the parties from time to time.

"**Moody's**" means Moody's Investors Service and its successors and assigns; *provided that* if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other internationally recognised rating agency designated by the Bond Issuer and approved by the Majority Investor, the Swap Providers and the Originator.

"**Net Yield**" means, in respect of any Collection Period, the amount by which:

(i) = the aggregate amount of Eligible Account Interest Collections for such Collection Period (excluding any amounts withdrawn from the Trust Reserve Account and any Investor Interest Shortfall transferred from the Principal Collections Ledger to the Interest Collections Ledger), including fees and penalties and any interest earned on amounts on deposit in the Trust Collection Account, the Trust Reserve Account and the Auto Debit Accounts in such Collection Period); exceeds

(ii) = the aggregate amounts due and payable under paragraph (a)(i) to (iv) (inclusive) and paragraph (b)(i) to (ii) under "*Transaction Overview – Application of Collections on Trust Distribution Dates – Distributions during the Revolving Period and Controlled Amortisation Period – Eligible Account Interest Collections*" on the Trust Distribution Date related to such Collection Period.

"**New Receivable**" means a Receivable arising from time to time in a Designated Account after the Cut-off Date for such Designated Account (including, for the avoidance of doubt, any Receivable created as a result of Re-aging as of the date on which it was Re-aged other than, for the avoidance of doubt, any such Receivable in the form of a loan).

"**Note Agents**" means, together, the Note Trustee, the Principal Paying Agent, the Principal Transfer Agent, the Reference Agent, the Note Registrar and the Account Bank in respect of the Note Issuer Accounts.

"**Note Agency Agreement**" means the agency agreement dated or to be dated on or about the Closing Date among, *inter alios*, the Note Issuer and the Note Agents, and any other agreement for the time being in force appointing successor agents in relation to the Notes or in connection with their duties.

"**Note Certificate**" means a Global Note or a Definitive Note Certificate.

"**Note Conditions**" means, together or as the context may otherwise require, the Class A1 Note Conditions and the Class A2 Note Conditions, and a reference to a numbered "Note Condition" will be construed as a reference to the corresponding numbered Class A1 Note Condition and Class A2 Note Condition, unless the context otherwise requires.

"**Note Enforcement Date**" means the date of service of a Note Enforcement Notice in accordance with Note Condition 8.

"**Note Enforcement Notice**" means the notice delivered by the Note Trustee in accordance with Note Condition 8.

"**Note Event of Default**" means, in respect of the Class A1 Notes or the Class A2 Notes, any of the events set out in Note Condition 8.

"**Noteholders**" means, together, the Class A1 Noteholders and the Class A2 Noteholders and "**Noteholder**" means any of them.

"**Note Issuer Accounts**" means, together, the Note Issuer SGD Account and the Note Issuer USD Account.

"**Note Issuer Administrator**" means Walkers Fiduciary Limited, and includes any successor thereto pursuant to the terms of the Note Issuer Administration Agreement.

"**Noteholder Reporting Obligations**" means the obligations of each holder, purchaser, beneficial owner and subsequent transferee of a Note or interest therein, by acceptance of a Note or an interest in a Note, (i) to provide the Note Issuer (or its authorised agent) and the Note Trustee any information and certification to be provided by such holder, purchaser, beneficial owner or subsequent transferee to the Note Issuer (or an agent of the Note Issuer) that is required to be requested by the Note Issuer (or an agent of the Note Issuer) or that is otherwise helpful or necessary (in all cases, in the sole discretion of the Note Issuer or the Note Trustee (or an agent thereof) to enable the Note Issuer to achieve FATCA Compliance and compliance with the CRS and (ii) to update or correct such information or certification, as may be necessary or helpful (in the sole determination of the Note Issuer or the Note Trustee or their agents, as applicable) to achieve FATCA Compliance and compliance with the CRS.

"**Note Issuer Expenses**" means all fees, taxes, filing fees and administrative fees or other fees levied by any Governmental Entity in respect of the Note Issuer and the fees payable to the Note Issuer Administrator under the Note Issuer Administration Agreement.

"**Note Issuer Obligations**" means all amounts owed by the Note Issuer under the Notes or in connection with the Transaction Documents to the Note Secured Parties.

"**Note Payment Date**" means the 26th day of each calendar month or, if such day is not a Business Day, the next succeeding Business Day unless that day falls in the next calendar month, in which case the first preceding day which is a Business Day; *provided that* the first Note Payment Date shall fall in December 2017.

"**Note Redemption Amount**" means, as the context may require, the Class A1 Note Redemption Amount or the Class A2 Note Redemption Amount.

"**Note Registrar**" means The Bank of New York Mellon SA/NV, Luxembourg Branch, or any successor thereto.

"**Note Secured Property**" means the property and assets of the Note Issuer which have been assigned to the Note Trustee and are subject to the Note Security created under the Note Trust Deed.

"**Note Security**" means the security assigned to the Note Trustee pursuant to the Note Trust Deed to secure the Note Issuer Obligations.

"**Note Transaction Documents**" means:

(a) the Note Trust Deed;

(b) the Note Agency Agreement;

(c) the Note Issuer Administration Agreement;

(d) the Bank Agreement relating to the Note Issuer USD Account;

(e) the Bank Agreement relating to the Note Issuer SGD Account;

(f) the Pledge Agreement;

(g) the Equity Pledge Agreement;

(h) the Security Assignment;

(i) the Bond Subscription and Agency Agreement;

(j) the BNYM Fee Letter; and

(k) any other agreements and documents delivered or executed in connection with any of the foregoing.

"**Note Trustee**" means BNY Mellon Corporate Trustee Services Limited, in its capacity as trustee for the Noteholders, including any successor thereto.

"**Note Trustee Excluded Rights**" means each and every right, power, authority and discretion of, or exercisable by, the Note Trustee under or in relation to any Transaction Documents to which it is a party:

(l) to make any determination expressed to be made by the Note Trustee in accordance with the Note Trust Deed;

(m) which enables it to protect its own interests under and with respect to the Transaction Documents to which it is a party (i) to determine and collect fees, expenses and indemnities and (ii) to limit the scope of its liabilities and duties; and

(n) without prejudice to the generality of paragraph (b) above, to determine, claim and take action to recover amounts due to it in relation to indemnities in its favour under the Transaction Documents to which it is a party.

"**Notice Expenses**" means the costs and expenses incurred by the Trustee, the Back-up Servicer or the Security Agent in connection with the preparation and delivery of the Perfection Notices and the Servicer Termination Notices and payable from the Trust Reserve Account (subject to a maximum amount of KRW2,000,000,000) and in accordance with the provisions of the Trust Agreement and the relevant fee letters.

"**Party A**" means, in the context of each Swap Agreement, the Swap Provider under such Swap Agreement.

"**Party B**" means, in the context of each Swap Agreement, the Counterparty under such Swap Agreement.

"**Party B Final Exchange Amount**" is defined in each Swap Agreement.

"**pay**", "**repay**" and "**redeem**" shall each include both the others and cognate expressions shall be construed accordingly.

"**Paying Agents**" means:

(a) the several institutions (including where the context requires, the Principal Paying Agent) at their respective Specified Offices initially appointed as Paying Agents by the Note Issuer pursuant to the Note Agency Agreement; and/or

(b) such other or further paying agents in respect of the Notes as may from time to time be appointed by the Note Issuer; and/or

(c) such other or further Specified Offices as may from time to time be nominated, in each case, by the Note Issuer, and (except in the case of the initial Paying Agents) notice of whose appointment or of which nomination has been given to the Noteholders in accordance with Note Condition 15.

"**Payment Rate**" means, for any Collection Period in respect of all Eligible Receivables, the aggregate Eligible Account Principal Collections (excluding any amounts withdrawn from the Trust Reserve Account) for such Collection Period as a percentage of the aggregate Receivable Balance of all Eligible Receivables as at the opening of business on the first day of such Collection Period.

"**Perfection Notices**" means the notices to be delivered to Accountholders, in the form set out in the Trust Agreement (or such other form which may be appropriate under the then applicable Law), to perfect the Trustee's ownership interest in the Receivables against Accountholders.

"**Permitted Time Deposit**" means, among the Eligible Investments, any investment made from the Trust Reserve Account denominated in Won, in time deposits of (i) depository institutions having (or whose head office has) a short-term bank deposit rating of at least "P-1" by Moody's and a long-term bank deposit rating of at least "A2" by Moody's or (ii) the relevant Account Bank if the Account Bank is an Eligible Entity; *provided that*, such investment shall not exceed the Required Reserve Amount and must mature not later than the next succeeding Trust Distribution Date.

"**Person**" means an individual, partnership, limited liability company, corporation, joint stock company, trust (including a business trust), unincorporated association, joint venture, firm, enterprise, Governmental Entity or any other entity.

"**Personal Information Protection Act**" means the Personal Information Protection Act of Korea (Law No. 10465, 29 March, 2011) as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Pledge**" means the pledge created pursuant to the Pledge Agreement.

"**Pledged Property**" means the property and assets of the Bond Issuer which are subject to the Pledge created under the Pledge Agreement.

"**Pre-Workout Plan**" means the plan recommended for the rehabilitation of an Accountholder.

"**Principal Amount Outstanding**" means, on any date:

(a) in relation to either the Class A1 Bond or the Class A2 Bond, the principal amount of such Bond on the Closing Date *less* the aggregate amount of all payments of principal in respect of such Bond which have been paid on such Bond after the Closing Date and prior to such date; and

(b) in relation to either the Class A1 Notes or the Class A2 Notes, the aggregate principal amount of such Notes on the Closing Date *less* the aggregate amount of all payments of principal in respect of such Notes which have been paid on such Notes after the Closing Date and prior to such date.

"**Principal Collections**" means all such amounts standing to the credit of the Bond Issuer Won Account which have been deposited into such account from the Trust Collection Account by way of distribution of Eligible Account Principal Collections on a Trust Distribution Date.

"**Principal Collections Ledger**" means the principal collections ledger of the Trust Collection Account.

"**Principal Paying Agent**" means The Bank of New York Mellon, London Branch, or any successor thereto.

"**Principal Transfer Agent**" means The Bank of New York Mellon SA/NV, Luxembourg Branch, or any successor thereto.

"**Pro Rata Share**" means, in respect of each Swap Payment Date:

(a) in respect of the Class A1 Swap Provider or the Class A1 Noteholder, the proportion represented by the following formula:

Pro Rata Share = X/(X+Y); and

(b) in respect of the Class A2 Swap Provider or the Class A2 Noteholder, the proportion represented by the following formula:

Pro Rata Share = Y/(X+Y),

Where in each case:

X = Principal Amount Outstanding of the Class A1 Notes on such Swap Payment Date x Applicable Exchange Rate (as defined in the Class A1 Swap Agreement); and

Y = Principal Amount Outstanding of the Class A2 Notes on such Swap Payment Date x Applicable Exchange Rate (as defined in the Class A2 Swap Agreement).

For the avoidance of doubt, it shall be understood that "Pro Rata Share" shall only apply where payments in respect of the Class A1 Notes and Class A2 Notes are to be made to both Swap Providers, as specified in accordance with the Transaction Administration Agreement and the Note Trust Deed.

"**Rating Agency**" means Moody's (and/or such other internationally recognised rating agencies, designated by the Note Issuer and approved by the Majority Investor, from time to time providing a rating of the Notes).

"**Re-aging**" means treating Receivables which are past due as being current on payment due, in accordance with the Credit Card Guidelines and "**Re-aged**" shall be construed accordingly.

"**Reassignment Price**" means, in respect of any Receivable being re-assigned to the Originator on any date in accordance with the Trust Agreement, or any Receivable in respect of which an indemnity payment is payable in accordance with the Trust Agreement, the higher of:

(a) an amount equal to the Receivable Balance (without regard to any reduction due to a Receivable Balance Adjustment) and accrued but unpaid interest of such Receivable as at the close of business on the date of determination of the Reassignment Price; and

(b) the Receivable Balance and accrued but unpaid interest of such Receivable warranted by the Originator pursuant to the Trust Agreement on the related Entrustment Date *less* the aggregate of all Collections in respect thereof allocated to principal and received after the relevant Cut-off Date and up to the close of business on the date of determination of the Reassignment Price.

"**Receivable**" means any receivable (other than any receivable reassigned to the Originator pursuant to the Trust Agreement) existing on, or arising from time to time after, the related Cut-off Date and until the Trust Termination Date in any Designated Account and consisting of all amounts owed by the Accountholder of the related Designated Account for Lump Sum Purchases, Instalment Purchases, Revolving Purchases, Revolving Cash Advances, Cash Advances and such other services provided in connection with Lump Sum Purchases, Instalment Purchases, Revolving Purchases, Revolving Cash Advances and Cash Advances under the Designated Account and annual membership fees, together with finance charges and other fees and charges and any other amounts owed by the Accountholder thereunder.

"**Receivable Balance**" means, as of any date of determination, the outstanding principal amount of a Receivable as of the related Cut-off Date or the date of its creation *less* the sum of (a) the aggregate of all Collections in respect thereof allocated to principal and received after such Cut-off Date or date of creation and on or before such date of determination and (b) any Receivable Balance Adjustments for such Receivable arising after such Cut-off Date or date of creation and on or before such date of determination; *provided that* the amount of such Receivable which is a Defaulted Receivable as of such date shall not be included.

"**Receivable Balance Adjustment**" means, with respect to any Receivable, the amount of any reduction in the amounts owing by an Accountholder in respect of such Receivable attributable to any non-cash items including billing errors, merchandise returns, rebates, refunds, defences, fraudulent charges, counterfeit charges, allowances, disputes, set-offs, counterclaims, account cancellation or termination or other adjustments (except any write-off in respect of a Defaulted Receivable).

"**Receivables Data Report**" means the receivables data report to be delivered by the Back-up Servicer to the Note Trustee, the Investor Interestholder, the Transaction Administrator, the Swap Providers and the Majority Investor pursuant to the Second Schedule to the Servicing Agreement, the form of which is set out in the Sixth Schedule thereto.

"**Receivables List**" means, with respect to Receivables to be entrusted to (or reassigned by) the Trustee from time to time, a schedule (which may be a computer file, CD-rom or microfiche list) prepared by the Originator (in encrypted form and in form and substance reasonably acceptable to the Trustee, the Servicer and the Majority Investor) which contains the following information (in encrypted form) with respect to each Designated Account as of the relevant Cut-off Date:

(a) Reporting date (month);

(b) Account number;

(c) Accountholder's name;

(d) Accountholder's current address;

(e) Accountholders' current telephone number;

(f) Account origination date;

(g) Interest rate for Instalment Purchases;

(h) Interest rate for Cash Advances;

(i) Interest rate for Revolving Purchases;

(j) Interest rate for Revolving Cash Advances;

(k) Remaining term of Instalment Purchases;

(l) First payment date for Instalment Purchases;

(m) Final scheduled payment date for Instalment Purchases;

(n) Date of payments;

(o) Next payment due date;

(p) Days currently delinquent;

(q) Lump Sum Purchases – Receivables Balance;

(r) Instalment Purchases – Receivables Balance;

(s) Revolving Purchases – Receivables Balance;

(t) Revolving Cash Advances – Receivables Balance;

(u) Cash Advances – Receivables Balance;

(v) Lump Sum Purchases – scheduled principal payment;

(w) Instalment Purchases – scheduled principal payment;

(x) Revolving Purchases – scheduled principal payment;

(y) Revolving Cash Advances – scheduled principal payment;

(z) Cash Advances – scheduled principal payment;

(aa) Instalment Purchases – scheduled interest payment;

(bb) Revolving Purchases – scheduled interest payment;

(cc) Revolving Cash Advances – schedule interest payment;

(dd) Cash Advances – scheduled interest payment;

(ee) Lump Sum Purchases – actual paid principal payment;

(ff) Instalment Purchases – actual paid principal payment;

(gg) Revolving Purchases – actual paid principal payment;

(hh) Revolving Cash Advances – actual paid principal payment;

(ii) Cash Advances – actual paid principal payment;

(jj) Instalment Purchases – actual paid interest payment;

(kk) Revolving Purchases – actual paid interest payment;

(ll) Revolving Cash Advances – actual paid interest payment;

(mm) Cash Advances – actual paid interest payment;

(nn) Annual membership fee;

(oo) Late fee;

(pp) Other fees and charges;

(qq) Payment method;

(rr) Name of Automatic Debit Bank;

(ss) Automatic Debit Bank Account number;

(tt) Credit limit; and

(uu) BSS Score Reporting Date (month);

provided that, in the case of a Receivables List being provided to a party that is neither the Trustee nor the Servicer, the Receivables List may not contain the information specified above in paragraphs (b) through (e) inclusive and (ss) (and such omitted information shall be marked with "xxx"), unless permitted by applicable Laws (including Laws relating to protection of personal data and credit information) and *provided further that*, in the case of a Receivables List with respect to Receivables to be entrusted in respect of an Additional Account or to be reassigned by the Trustee, it may be in such other form (and contain such other information) as the Trustee, the Majority Investor and the Originator may otherwise agree from time to time subject to applicable Laws (including Laws relating to protection of personal data and credit information).

"**Receivables Pool**" means the aggregate pool of Receivables in the Designated Accounts at any time.

"**Release Date**" means the latest to occur of:

(a) the date on which each Swap Agreement has been terminated and the Swap Providers are no longer subject to any of their respective obligations thereunder;

(b) all amounts payable to the Swap Providers under the Swap Agreements have been paid in full; and

(c) all amounts payable by the Bond Issuer under the Bonds have been paid in full.

"**Required Bond Issuer Amount**" means, for any Collection Period, the amount of Korean Won which is equal to the sum of:

(a) all amounts (other than Scheduled Amortisation Amounts or other amounts payable in respect of principal of the Bonds) which the Bond Issuer is obliged to pay to any other Person on the Swap Payment Date or, without duplication, the Bond Payment Date, falling in the next succeeding Collection Period (including any amounts that have become payable by the Bond Issuer on any earlier date and remain unpaid) and as notified to the Trustee by the Transaction Administrator (which such amounts shall include the Won Equivalent (in the case of any KRW Fixed Amounts payable under the Swap Agreements), or (in any other case) the Won Exchange Amount of any amounts due in U.S. dollars or Singapore dollars, as the case may be, on such date and the amount of Korean Won required to purchase any amounts due in any other currency on such Swap Payment Date or Bond Payment Date, in each case as calculated by the Transaction Administrator and notified to the Trustee in accordance with the Transaction Administration Agreement); plus

(a) all amounts (other than Investor Amortisation Amounts or other amounts payable in respect of principal on the Investor Interest) required to be paid to the Investor Interestholder under the Trust Agreement in respect of Trust Additional Amounts on the Trust Distribution Date falling in the next succeeding Collection Period.

"**Required Collection Amount**" means, on any Seoul Business Day during any Collection Period, an amount equal to the estimated aggregate amount payable by the Trustee (including, without limitation, all accrued Taxes assessed in respect of the Trust Assets and any Trust Additional Amounts) to all parties other than the Seller Interestholder, the Subordinated Seller Interestholder and (if the Servicer is the Originator) the Servicer in accordance with the Trust Agreement on the Trust Distribution Date immediately following such Seoul Business Day.

"**Required Percentage**" means either:

(a) in respect of the first Collection Period, from and including the Initial Cut-Off Date, 104.5 per cent.; or

(a) as of any other date of determination, 100 per cent. *plus* the greater of (x) 4.5 per cent. and (y) the most recently determined Dilution Ratio *multiplied by* 6.

"**Required Reserve Amount**" means, with respect to a Trust Distribution Date, the sum of:

(a) an amount equal to the sum of (A) the aggregate amount payable by the Trustee in accordance with paragraphs (a)(i), (ii) and (iii) and (b)(i) and (ii) under "*Transaction Overview – Application of Collections on Trust Distribution Dates – Distributions during the Revolving Period and Controlled Amortisation Period – Eligible Account Interest Collections*" during the Revolving Period and the Controlled Amortisation Period, or paragraphs (a)(i), (ii) and (iii) and (b)(i) and (ii) under "*Transaction Overview – Application of Collections on Trust Distribution Dates – Distributions during the Early Amortisation Period or following Enforcement Date– Eligible Account Interest Collections*" during the Early Amortisation Period on such Trust Distribution Date and (B) the estimated aggregate amount payable by the Trustee in accordance with paragraphs (a)(i), (ii) and (iii) and (b)(i) and (ii) under "*Transaction Overview – Application of Collections on Trust Distribution Dates– Distributions during the Revolving Period and Controlled Amortisation Period – Eligible Account Interest Collections*" during the Revolving Period and the Controlled Amortisation Period, or paragraphs (a)(i), (ii) and (iii) and (b)(i) and (ii) under "*Transaction Overview – Application of Collections on Trust Distribution Dates – Distributions during the Early Amortisation Period or following Enforcement Date-Eligible Account Interest Collections*" during the Early Amortisation Period on the immediately succeeding Trust Distribution Date; and

(b) the Transfer Costs.

"**Revolving Cash Advances**" means the provision of cash advances in accordance with the Originator's internal system pursuant to the revolving cash advances article of the relevant Card Agreement between the Originator and an Accountholder and for which payment must be made on a Revolving Payment Basis.

"**Revolving Payment Basis**" means the payment of outstanding amounts due by an Accountholder on a revolving basis.

"**Revolving Period**" means the period from and including the Closing Date to and including the earlier to occur of (i) the Business Day prior to the Note Payment Date falling in August 2020, (ii) the day immediately prior to the commencement of the Early Amortisation Period and (iii) the day immediately prior to the Enforcement Date.

"**Revolving Purchases**" means the provision of credit pursuant to the revolving purchase article of the relevant Card Agreement between the Originator and an Accountholder in connection with such Accountholder's purchase of products and services from specified merchants on a Revolving Payment Basis.

"**Scheduled Amortisation Amount**" means, as the context may require, each instalment of principal payable with respect to the Class A1 Notes or the Class A2 Notes on each Note Payment Date, or the Class A1 Bond or the Class A2 Bond on each Bond Payment Date, in each case related to a Collection Period in the Controlled Amortisation Period in the amounts set out in Note Condition 4 and Bond Condition 3.

"**Securitisation Plans**" means the two plans of asset securitisation in connection with the transactions contemplated by the Transaction Documents, to be filed in the name of the Trustee and the Bond Issuer for registration with the FSC pursuant to the ABS Act on or before the Closing Date.

"**Security**" means the security assigned to the Bond Secured Parties pursuant to the Security Assignment to secure the Bond Issuer Obligations.

"**Security Agent**" means The Bank of New York Mellon, Seoul Branch, in its capacity as Security Agent under the Pledge Agreement, the Equity Pledge Agreement and the Security Assignment and any permitted successors and assigns thereunder.

"**Security Agent Perfection Costs**" means, for any Collection Period, expenses in excess of Notice Expenses which are reasonably incurred by the Security Agent in serving Perfection Notices in accordance with the Trust Agreement and any fees payable in respect of the service of Perfection Notices in accordance with the provisions of the BNYM Fee Letter.

"**Seller Collections**" means, with respect to each Collection Period, all Collections received by the Trustee or the Servicer during such Collection Period which do not constitute Eligible Account Collections or which are deemed to constitute Seller Collections pursuant to the provisions of the Trust Agreement (including, prior to the Early Amortisation Period or the Enforcement Date, principal and interest amounts recovered or collected in connection with any Defaulted Receivables or recoveries of Receivable Balance Adjustments).

"**Seller Interest**" means the interest in the distributions from the Trust issued to the Originator as Seller Interestholder pursuant to the Trust Agreement.

"**Seller Interestholder**" means the holder from time to time of the Seller Interest.

"**Seller Percentage**" means, for each Trust Distribution Date:

(a) (i) during the Revolving Period for all purposes and (ii) during the Controlled Amortisation Period, the Early Amortisation Period and following the Enforcement Date for the purpose of determining the allocation of Eligible Account Interest Collections pursuant to the Trust Agreement, 100 per cent. *less* the Investor Percentage for such Trust Distribution Date as set forth in paragraph (a) of the definition thereof; and

(b) during the Controlled Amortisation Period, the Early Amortisation Period or following the Enforcement Date for the purpose of determining the allocation of Eligible Account Principal Collections pursuant to the Trust Agreement, 100 per cent. *less* the Investor Percentage for such Trust Distribution Date as set forth in paragraph (b) of the definition thereof.

"**Senior Trust Interest Amount**" means as of any date, an amount equal to the initial amount of the Investor Interest on the Closing Date (as specified in the Bond Subscription and Agency Agreement) *less* the Won Equivalent of the aggregate amounts paid by the Bond Issuer to the Bondholder prior to such date in respect of principal of the Bonds (including in respect of any calculation on the last day of a Collection Period such amount to be paid on the Bond Payment Date related to such Collection Period).

"**Seoul Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign currency deposits) in Seoul.

"**Servicer**" means Woori Card Co., Ltd. in its capacity as Servicer under the Servicing Agreement, or any other Servicer appointed pursuant thereto, and any permitted successors and assigns thereunder and, subject to the provisions of the Servicing Agreement, includes the Back-up Servicer, for so long as it provides the Services, and any Substitute Servicer.

"**Servicer Termination Event**" means the occurrence of any of the following events:

(a) the Servicer defaults in the payment or deposit on the due date of any payment or deposit due and payable by it under any Transaction Document to which it is a party, including the Servicer's failure to transfer Collections in accordance with the Servicing Agreement, and such failure continues unremedied for three (3) Seoul Business Days;

(b) the Servicer defaults in the performance or observance of any of its other covenants and obligations under any Transaction Document to which it is a party and (except where such default is incapable of remedy) such default continues unremedied for a period of ten (10) Seoul Business Days from the earlier to occur of (i) the date the Servicer becomes aware of such default and (ii) the date the Servicer receives a written notice from the Majority Investor requiring such default to be remedied, and which default is, or is likely in the reasonable opinion of the Majority Investor to be, materially prejudicial to the interests of the Investor Interestholder, the Swap Providers and the Bondholder;

(c) the Servicer (if it is the Originator) ceases or proposes to cease to carry on all or a substantial part of its card business; *provided that* it shall not constitute a Servicer Termination Event where such cessation of its business is due to a suspension imposed by a relevant supervisory or regulatory body which, in the reasonable opinion of the Majority Investor, does not limit or restrict the performance of any of the Servicer's obligations under the Transaction Documents;

(d) an Insolvency Event occurs in relation to the Servicer;

(e) the suspension, revocation, termination or withdrawal of any approval, authorisation, consent or licence required by the Servicer to carry out any of its duties or obligations under any Transaction Document to which it is a party and such suspension, revocation, termination or withdrawal continues unremedied for ten (10) Seoul Business Days;

(f) any representation, warranty or statement which is made (or deemed or acknowledged to have been made) by the Servicer in any Transaction Document (including, without limitation, the Monthly Servicer Report) proves to be in breach in any material respect and such breach continues unremedied for ten (10) Seoul Business Days from the earlier to occur of (i) the date the Servicer becomes aware of such breach, and (ii) the date the Servicer receives a written notice from the Majority Investor requiring such breach to be remedied; (*provided that*, in the case of any breach which is, in the reasonable opinion of the Majority Investor, caused by a material inaccuracy in the Monthly Servicer Report, such written notice shall set out reasonable detail of such material inaccuracy);

(g) any indebtedness for borrowed money of the Servicer in an aggregate amount of not less than U.S.$10 million (or its equivalent in any other currency or currencies) becomes due or capable of being declared due before its stated maturity or is not paid on maturity or on demand (if so payable) and such acceleration or failure to pay continues unremedied for five (5) Seoul Business Days;

(h) the Servicing Agreement becomes void, voidable or unenforceable, unless cured within thirty (30) days;

(i) in the reasonable opinion of the Majority Investor, a Material Adverse Change has occurred in respect of the Servicer;

(j) the average Delinquency Ratio in respect of the three immediately preceding Collection Periods exceeds 3.25 per cent.; or

(k) the Servicer's Capital Adequacy Ratio, as calculated in the Monthly Servicer Report delivered as at the end of any fiscal semi-annual period as calculated by reference to the Servicer's most recent unconsolidated unaudited semi-annual or audited annual financial statements, falls below the Minimum Capital Adequacy Ratio.

"**Servicer Termination Notices**" means the notices to be delivered to each Accountholder by the Back-up Servicer following the termination of the appointment of the Servicer pursuant to the provisions of the Servicing Agreement and substantially in the form set out in the Servicing Agreement.

"**Services**" means certain services, which are set out in the First Schedule to the Servicing Agreement, to be rendered by the Servicer pursuant to the Servicing Agreement.

"**Servicing Agreement**" means the Servicing Agreement dated 25 October 2017 among, *inter alios*, the Trustee and the Servicer.

"**Servicing Expenses**" means certain costs and expenses of the Servicer payable in accordance with the provisions of the Servicing Agreement and the Trust Agreement and, if the Back-up Servicer is performing the Services, in accordance with the relevant fee letter and the Trust Agreement, and include any Notice Expenses incurred by the Back-up Servicer in excess of the maximum amount set out in the definition of Notice Expenses.

"**Servicing Expenses Maximum Amount**" means KRW250,000,000 per month or any other amount from time to time agreed upon by the Trustee, the Servicer and the Majority Investor.

"**Servicing Fees**" means the fees of the Servicer set out in the Servicing Agreement or, if the Back-up Servicer is performing the Services, in the Woori Fee Letter, and payable to the Servicer and the Back-up Servicer in accordance with the provisions of the Servicing Agreement, the Trust Agreement and the Woori Fee Letter together with all expenses of the Servicer reimbursable pursuant to the Servicing Agreement.

"**Servicing Review Report**" means a report of the review of a Monthly Servicer Report by the Designated Accounting Firm in the form set out in the Fourth Schedule to the Servicing Agreement.

"**Singapore**" means the Republic of Singapore.

"**Singapore Adviser**" means ING Bank N.V., Singapore Branch.

"**Singapore dollars**" and "**SGD**" means the lawful currency of Singapore from time to time.

"**Singapore Structuring Adviser**" means DBS Bank Ltd.

"**Solvency Certificate**" means a certificate in the form set out in the Trust Agreement.

"**Specified Office**" means, in relation to any Note Agent or the Bond Registrar, the office specified against the name of such Note Agent in Schedule 1 to the Note Agency Agreement or, in respect of the Bond Registrar, in the Bond Certificates, or such other office as such Note Agent or, as the case may be, the Bond Registrar may specify in accordance with the provisions of the Note Agency Agreement or, in respect of the Bond Issuer, the Bond Subscription and Agency Agreement.

"**STTCL**" means the Special Tax Treatment Control Law of Korea (Law No. 5584, 28 December, 1998), as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Subordinated Seller Interest**" means the interest in the distributions from the Trust subordinated to the Investor Interest and issued to the Originator pursuant to the Trust Agreement.

"**Subordinated Seller Interestholder**" means the holder from time to time of the Subordinated Seller Interest.

"**Subordinated Trust Interest Amount**" shall be the amount specified in the Bond Subscription and Agency Agreement.

"**Subsidiary**" means any corporation or other business entity of which a company owns or controls (directly or indirectly) 50 per cent. or more of the outstanding voting shares of such corporation or business entity.

"**Substitute Servicer**" means a substitute servicer appointed pursuant to the Servicing Agreement.

"**Swap Agreements**" means, together, the Class A1 Swap Agreement and the Class A2 Swap Agreement.

"**Swap Cash Collateral Accounts**" means, together, the Class A1 Swap Cash Collateral Account and the Class A2 Swap Cash Collateral Account.

"**Swap Collateral Accounts**" means (i) a custodian account (outside of Korea) in respect of a Swap Agreement, upon notification from the relevant Swap Provider of its intention to deliver Eligible Credit Support in the form of securities and (ii) bank accounts (outside of Korea), on or prior to the Closing Date (in respect of Eligible Credit Support which is in the form of cash), in respect of each Swap Provider, in each case in the name of the Bond Issuer and with a custodian or account bank which is an Eligible Entity for the purpose of delivering Eligible Credit Support under the relevant Credit Support Annex.

"**Swap Event of Default**" means, in respect of a Swap Agreement, an Event of Default under such Swap Agreement as set out therein.

"**Swap Payment Date**" means each Bond Payment Date.

"**Swap Providers**" means, together, the Class A1 Swap Provider and the Class A2 Swap Provider.

"**Swap Termination Amount**" means, in respect of a Swap Agreement, any amount (including, without limitation, breakage costs) payable under such Swap Agreement upon the designation or expected designation of an Early Termination Date (as defined in such Swap Agreement) by either the Bond Issuer or the relevant Swap Provider.

"**Swap Termination Event**" means, in respect of a Swap Agreement, a Termination Event or an Additional Termination Event under such Swap Agreement as set out therein.

"**Tax Event**" means any change in the Laws of Korea or any change in the application or official interpretation of such Laws, including a holding by a court of competent jurisdiction in the relevant jurisdiction, which change or amendment becomes effective on or after the Closing Date and as a result of which:

(a) the Trustee, the Back-up Servicer, the Bond Issuer, the Servicer, the Originator or the Accountholders would be required to pay any Taxes or any increased or additional amount in respect of any Taxes required to be deducted or withheld from or otherwise imposed on any payment by such parties in respect of the Receivables or the Investor Interest;

(b) the Trust is or will be treated as a taxable entity in Korea and is or will become subject to any Korean income or other tax;

(c) the Bond Issuer is or will be unable to deduct expenses incurred in respect of either of the Bonds or payment of interest on either of the Bonds in computing taxable income for Korean tax purposes; or

(d) as long as the Bond Issuer is the Investor Interestholder, Korean withholding tax is or will be imposed on payments by the Bond Issuer (or any paying agent on its behalf) under either of the Bonds or Swap Agreements or on payments by the Swap Providers to the Bond Issuer under either of the Swap Agreements.

"**Taxes**" means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any jurisdiction, including, without limitation, deductions in respect of withholding taxes, stamp registration or other taxes.

"**Transaction Administration Agreement**" means the transaction administration agreement dated 25 October 2017 among, *inter alios*, the Bond Issuer and the Transaction Administrator.

"**Transaction Administrator**" means The Bank of New York Mellon, Seoul Branch, in its capacity as Transaction Administrator under the Transaction Administration Agreement, and any permitted successors and assigns thereunder.

"**Transaction Administrator Report**" means the report to be prepared by the Transaction Administrator each month in the form set out in the Eighth Schedule to the Bond Subscription and Agency Agreement.

"**Transaction Documents**" means the Master Definitions Schedule, the Trust Agreement, the Servicing Agreement, the Transaction Administration Agreement, the Bond Issuer Servicing Agreement, the Investor Interest Subscription Agreement, the Bond Issuer Administrator Agreement, the Pledge Agreement, the Equity Pledge Agreement, the Security Assignment, the Bond Subscription and Agency Agreement, the Note Trust Deed, the Note Agency Agreement, the Note Subscription Agreement, the Note Issuer Administrator Agreement, the Swap Agreements, the Bank Agreements, the Fee Letters and any other agreements and documents delivered or executed in connection therewith (excluding the Card Agreements and the Credit Card Guidelines).

"**Transfer Agents**" means:

(a) the several institutions (including where the context requires, the Principal Transfer Agent) at their respective Specified Offices initially appointed as Transfer Agents by the Note Issuer pursuant to the Note Agency Agreement; and/or

(b) such other or further transfer agents in respect of the Notes as may from time to time be appointed by the Note Issuer; and/or

(c) such other or further Specified Offices as may from time to time be nominated, in each case, by the Note Issuer, and (except in the case of the initial Transfer Agents) notice of whose appointment or of which nomination has been given to the Noteholders in accordance with Note Condition 15.

"**Transfer Costs**" means, together, the Transfer Fee and the Notice Expenses.

"**Transfer Expenses**" shall have the meaning given to such term in the Woori Fee Letter.

"**Transfer Fee**" means the fee payable in an amount of KRW400,000,000 to the Back-up Servicer from the Trust Reserve Account upon the occurrence of a Servicer Termination Event in accordance with the provisions of the Trust Agreement and the Servicing Agreement.

"**Transfer Plan**" means the plan for transfer of servicing to the Back-up Servicer, substantially in accordance with the Servicing Agreement and otherwise in form and substance satisfactory to the Originator, the Back-up Servicer and the Majority Investor.

"**Trust Act**" means the Trust Act of Korea (Law No. 900, 30 September, 1961), as amended from time to time, and the rules, regulations and decrees promulgated thereunder.

"**Trust Additional Amounts**" means, following the imposition of any withholding or reduction in respect of Taxes on any amounts payable by the Trustee to the Investor Interestholder pursuant to the provisions of the Trust Agreement, such additional amounts payable by the Trustee to the Investor Interestholder

and/or the Swap Providers (as relevant) pursuant to the Trust Agreement in order that the net amount received by the Investor Interestholder and/or the Swap Providers (as relevant) on any Trust Distribution Date or any other date after such withholding or deduction shall equal the amounts which would have been received in respect of the Investor Interest and/or by the Swap Providers (as relevant) in the absence of such withholding or deduction.

"**Trust Assets**" means all of the assets of the Trust (including, without limitation, the Receivables, all Collections thereon and all monies standing to the credit of each Auto Debit Account, the Trust Reserve Account and the Trust Collection Account).

"**Trust Collection Account**" means the segregated bank account denominated in Korean Won and opened by the Trustee with the relevant Account Bank in the name of the Trustee for the purpose of receiving Collections.

"**Trust Distribution Date**" means each Bond Payment Date.

"**Trust Expenses**" means, for any Collection Period, all costs, expenses and other amounts paid or reasonably incurred by the Trustee in connection with the Transaction Documents including the Trustee Fee, any expenses for establishing the Trust Collection Account, the Trust Reserve Account, each Auto Debit Account and related internet banking facilities, any fees and bank commissions payable by the Trustee to the Automatic Debit Banks pursuant to the Automatic Debit Agreements (to the extent that any such costs, expenses and other amounts are not paid or reimbursed by the Originator directly to the Trustee), transfer fees and bank commissions incurred on remittance from each Auto Debit Account to the Trust Collection Account, the fees and expenses payable by the Trustee to the KFTC, the costs of certain audits, reports and opinions referred to in the Servicing Agreement, any costs and expenses relating to regulatory filings and registrations pursuant to the Trust Agreement or the Servicing Agreement (but only to the extent any such costs, expenses and other amounts are not paid or reimbursed by the Originator directly to the Trustee) and other administrative fees and expenses (but excluding the Servicing Expenses, the Notice Expenses and payments of profit or principal on the Trust Interests), all costs and expenses (if any) required under the Trust Agreement to be treated as Trust Expenses, and any liability incurred and payable by the Trustee in respect of which the Trustee is entitled to be indemnified pursuant to the Transaction Documents, up to an aggregate agreed maximum (as set out in the Woori Fee Letter) in respect of the current and all prior Collection Periods for all such expenses.

"**Trust Interest Amount**" means, as of any date, an amount equal to the sum of the Senior Trust Interest Amount and the Subordinated Trust Interest Amount as of such date.

"**Trust Interests**" means, collectively, the Investor Interest, the Seller Interest and the Subordinated Seller Interest.

"**Trust Obligations**" means all accrued and unpaid profit and principal owing in respect of the Investor Interest and all other amounts to be paid by the Trustee under the Trust Agreement (including without limitation all amounts to be paid to the Investor Interestholder, the Trustee, the Back-up Servicer, the Servicer and the Swap Providers) and all tax gross-up amounts to be paid under the Trust Agreement (including Trust Additional Amounts), but excluding amounts to be paid to the Seller Interestholder, the Subordinated Seller Interestholder or, if the Originator is the Servicer, the Servicer.

"**Trust Reserve Account**" means the segregated bank account denominated in Korean Won and opened by the Trustee with the relevant Account Bank in the name of the Trustee for the purpose of segregating the Required Reserve Amount and any amount from time to time transferred or received in accordance with the Trust Agreement.

"**Trust Termination Date**" means the date which is:

(a) in the event that no Enforcement Notice shall have been served and no Early Amortisation Event shall have occurred and have been declared to have occurred by the Transaction Administrator in accordance with the Transaction Administration Agreement, in either case during the period from and including the Closing Date to the earlier to occur of (A) the Note Payment Date immediately succeeding the date on which all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations have been paid in full and (B) the Note Legal Maturity Date, the date which is one month after the earlier to occur of (I) the Note Payment Date immediately succeeding the date on which all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations have been paid in full and (II) the Note Legal Maturity Date; *provided however*, such Trust Termination Date under this paragraph (a) will only be effective upon the delivery of a Solvency Certificate, dated the Trust Termination Date under this paragraph (a), from the Seller Interestholder to the Trustee, the Investor Interestholder and the Majority Investor; or

(b) in the event that the conditions set out in paragraph (a) above are not satisfied, the date which is three months (or such shorter period as the Majority Investor and the Swap Providers may agree) after the earlier to occur of (i) the Note Payment Date immediately succeeding the date on which all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations have been paid in full and (ii) the Note Legal Maturity Date;

provided that, where (i) all Trust Obligations, Bond Issuer Obligations and Note Issuer Obligations have been paid in full and (ii) an Unwind Agreement has been entered into in accordance with the Trust Agreement, the effective date of such Unwind Agreement shall be deemed to be the Trust Termination Date.

"**Trustee**" means Woori Bank, acting as trustee of the Trust in accordance with the Trust Agreement.

"**Trustee Fee**" means the fees of the Trustee set out in the Woori Fee Letter.

"**Unwind Agreement**" means an unwind agreement substantially in the form set out in the Trust Agreement on or about the Trust Termination Date; provided, however, that the form of such Unwind Agreement may be amended by the agreement of the relevant parties to reflect any changes in circumstances that may occur prior to its execution.

"**U.S.** " means the United States of America.

"**Won Equivalent**" means the equivalent in Korean Won, calculated at the relevant Applicable Exchange Rate, of any amount denominated in U.S. dollars or, as the case may be, Singapore dollars.

"**Won Exchange Amount**" means, in relation to any obligation of the Bond Issuer to make a payment in a currency other than Korean Won on any Swap Payment Date or Bond Payment Date, the amount of Korean Won required to purchase such amount in a currency other than Korean Won at the spot exchange rate available to the Transaction Administrator or the Security Agent from the FX Dealer or otherwise in accordance with the provisions of the Transaction Administration Agreement and the Pledge Agreement.

"**Won Principal Amount**" is defined in each Swap Agreement.

"**Woori Fee Letter**" means the fee letter dated on or about the Closing Date among, *inter alios*, the Originator and the Back-up Servicer in relation to the fees and expenses payable to the Back-up Servicer under the Transaction Documents.

"**Work-out Code**" means the agreement entered into by and among pursuant to the Act on Supporting the Financial Life of the Low Income Households, certain financial institutions for the support of credit restoration of individual obligors, effective as of 26 December 2016, to which the Originator is a party (including any amendment thereto).

GLOSSARY OF TERMS

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