

---

# Standing Proxy Agreement

---

## Power of Attorney

I/We, **THE UNDERSIGNED**, hereby appoint **SAMSUNG SECURITIES CO., LTD.** (the "Proxy") as my/our proxy in the Republic of Korea with full power of substitution to do any of the following on my/our behalf:

1. Upon my/our instruction, to place an order, to acquire, receive, dispose of or transfer securities and to perform all necessary acts in relation thereto, including, but not limited to, receiving, depositing and remitting abroad proceeds from sales of securities;
2. Upon my/our instruction, to open an account on my/our behalf with a securities company or bank and to designate a custodian for securities and to deposit for safekeeping any securities with the Korea Securities Depository Corporation or as otherwise instructed by me/us;
3. To manage my/our cash balance in accordance with my/our instructions and Korean law and regulations;
4. To register securities in my/our name on shareholders' registers, to hold such securities for safekeeping unless otherwise instructed, and to receive any notice relating to such securities from the company which issued such securities;
5. To collect any dividends and/or interest on securities owned by me/us, to dispose of such dividends and/or interest in accordance with my/our instructions and to file reports with the appropriate Korean government agency as may be required under any Korean laws or treaties, agreements or conventions in order to secure any tax privileges and benefits to which I am/we are entitled with respect to such dividends or interest in accordance with my/our express instructions provided that I/we provide the Proxy with such information required therewith or the Proxy may reasonably request;
6. To exercise in accordance with my/our instructions subscription rights allotted to me/us and to perform all acts necessary in connection with the exercise, sale or transfer, upon my/our instructions, of subscription rights allotted to me/us provided that funds for such exercise have been provided to the Proxy from me/us with sufficient lead time to permit the Proxy to make payments for such subscription;
7. To exercise my/our voting rights in accordance with my/our instructions and to exercise my/our voting rights in the absence of my/our instructions; provided, that for matters regarded by the Proxy as ordinary or routine or otherwise as not of sufficient importance to be communicated to me/us, the Proxy need not send me/us any notice or report of such matters;
8. To pay any taxes, fees or charges levied on me/us in connection with any of the foregoing activities;
9. To file reports, certificates and applications for authorizations required under Korean law in connection with any of the foregoing activities; and
10. To do such other acts as the Proxy may deem necessary and appropriate in relation to the above-mentioned matters or that I/we may authorize.
11. The Terms and Conditions attached hereto shall be part of this Power of Attorney as if such Terms and Conditions are set forth herein.

Dated as of \_\_\_\_\_, 20\_\_\_\_

Name of Client \_\_\_\_\_  
Signature(Name & title) \_\_\_\_\_ ( \_\_\_\_\_ )  
Address \_\_\_\_\_  
Tel (H) \_\_\_\_\_ (O) \_\_\_\_\_  
FAX (H) \_\_\_\_\_ (O) \_\_\_\_\_  
E-mail \_\_\_\_\_  
Nationality \_\_\_\_\_  
Residence Status Resident of \_\_\_\_\_  
Name of the Country \_\_\_\_\_  
Investment Registration No. \_\_\_\_\_

Acknowledged and Agreed To By:

Name of Proxy SAMSUNG SECURITIES CO., LTD

Address \_\_\_\_\_

## Terms and Conditions

1. (Commencement of Proxy) The Proxy will not be required to perform any act on behalf of the Client prior to its actual receipt of a Power of Attorney duly executed by the Client.
2. (Statement) The Proxy will send to the Client a statement in respect of an account subject to the Power of Attorney including information such as cash balances and security holdings every six (6) months  $\text{\textcircled{M}}$  at the end of each month in which there has been any change in security holdings or cash balance.
3. (Change of Residence or Address) In the event there is any change in residence status, resident country or address of the Client, the Client shall immediately notify the Proxy of such change.
4. (Client Instruction) In the case the Client is a corporation, partnership, association or other legal entity, the Client shall provide a list of names and titles and certified signature samples of authorized persons who may convey instructions to the Proxy regarding any action to be taken in respect of the account or accounts of such Client. In the case the Power of Attorney is granted in respect of a joint account, unless otherwise expressly instructed in writing, the Proxy may rely on the instructions of any one Client as joint instructions of all Clients of such account. In any case, the Proxy may rely on the instructions of those persons who customarily deal with the Proxy as representatives of the Client as authorized instructions of the Client.
5. (Revocation of Power of Attorney) the Power of Attorney shall terminate as follows:
  - (1) Fifteen (15) days after the Proxy receives a written notice of revocation from the Client; or
  - (2) Fifteen (15) days after the Proxy gives a written notice of revocation to the Client; or
  - (3) When the Proxy is notified in writing of the death of the Client or any one of them in the case of a joint account; or
  - (4) When the Client files a written objection to changes in the terms and conditions in accordance with paragraph 8 below.All rights and obligations of the Client and the Proxy accrued before termination, revocation or expiration of the Power of Attorney shall survive such termination, revocation or expiration.
6. (Limitations on Responsibility) The Power of Attorney does not create any obligation on the Proxy to act as fiduciary, guardian or any other capacity to protect the interest or act in the best interest of the Client. The Client expressly acknowledges that the responsibility of making investment decisions relating to his account rests solely with the Client and the success or failure of any such investment decisions shall not be grounds for any claim against the Proxy. The Proxy will not be responsible for any damage or loss that the Client may suffer in connection with any action or inaction (collectively, the "Action") of the Proxy, if:
  - (1) The Action was in good faith; or
  - (2) The Action was in accordance with instructions reasonably believed by the Proxy to have been received from the Client; or
  - (3) The Action is a result of the client's failure to give requested or required instructions or information; or
  - (4) The Proxy was not grossly negligent or the Action was not willful misconduct; or
  - (5) Force major events, including, without limitation, any laws, decrees, regulations, edicts, or other mandates, any act or acts or warfare or warlike operations, (whether war be declared or not), or any

seizure, confiscation, destruction or impairment of property done by any Government, whether de jure or de facto, or by any military, municipal or local authority, cause a delay in or prevent the delivery of securities or the performance of any act by the Proxy in accordance with instructions of the Client or otherwise

7. (Indemnification) Each Client (jointly and severally in the case of joint account) shall indemnify the Proxy, its affiliates and their respective directors, officers, agents and employees against any cost, expense (including counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such indemnities' gross negligence or willful misconduct) that such indemnities may suffer or incur in connection with the Power of Attorney or any action taken or omitted by such indemnities hereunder.
8. (Changes in the Terms and Conditions) Should the Proxy deem it necessary to make any changes in this Terms and Conditions, it will inform the Client in writing to that effect. If the Client does not register a written objection to any such proposed changes within thirty (30) days after having been so informed, the Client will be deemed to have consented to such changes.
9. (Instructions) Unless permitted otherwise by the Power of Attorney or required by applicable law, regulation, rule, order or decree, the Proxy shall obtain instructions from the Client before taking any action on behalf of the Client
10. (Notification of Client) The Proxy shall notify the Client within a reasonable time after the Proxy receives a notice from any company in which the Client has invested with respect to which the Proxy acting as standing proxy of the Client hereunder relating to rights issue, tender offer or any other event which may materially affect the Client's interest
11. (Fees) The Client shall pay standing proxy fees to the Proxy in accordance with the Rules on Sales and Purchase of Shares by Foreigner, as amended from time to time, promulgated by the Financial Supervisory Commission of Korea or any applicable regulations replacing such rules.
12. (Out-of Pocket Expense) The Client shall reimburse the Proxy for all out-of-pocket expenses incurred by the Proxy in performing its obligations under the Power of Attorney or in accordance with the instructions of the Client provided that the Proxy shall use reasonable efforts to obtain prior approval of the Client of major non-customary expenses. Notwithstanding anything to the contrary herein, the Proxy need not undertake any action and is not required to act on behalf of the Client unless all required fees, taxes, charges, levies and expenses have been provided to the Proxy prior to the Proxy undertaking any such action.
13. (Governing Law) The Power of Attorney and this Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Korea without regards to the principles of conflicts of law.