Ⅰ-2. Guidelines for Compliance with Anti-Corruption Laws

Table of Contents

1. Purpose 21

2. Scope of Application 21

3. Basic Principle 21

4. Detailed Implementation Guidelines 23

5. Third Parties 27

6. Recording and Management of Accounting Information and Internal Accounting Controls 29

7. Training and Consulting 29

8. Reporting and Handling of Violations 29

9. Internal Monitoring 30

10. Effective Date 30

<Attachment>

Attachment 1 Request for Approval of Provision of Economic Benefits 31

Attachment 2 Checklist for Determining Whether a Person Should Be Deemed a Domestic or Foreign Government Employee 32

Attachment 3 Checklist for Due Diligence of Third Parties 34

Attachment 4 Standard Anti-Corruption Provisions 37

Guidelines for Compliance with Anti-Corruption Laws

1. Purpose

The Company (as defined in Section 2 below) established the Charter of Ethics, Code of Ethics, Guidelines for Business Ethics, and the Code of Ethics for Business Partners (collectively, "Ethics Rules"), imposing an obligation on all directors, officers and employees of the Company and its business partners to strictly comply with domestic and foreign anti-corruption laws and international anti-corruption conventions (collectively, "Domestic and Foreign Anti-Corruption Laws") in performing business affairs inside and outside of Korea. These Guidelines for Compliance with Anti-Corruption Laws ("Guidelines") purport to set forth concrete standards for the purpose of observing the aforementioned Ethics Rules and the Domestic and Foreign Anti-Corruption Laws.

2. Scope of Application

2.1 These Guidelines apply to HD Hyundai Co., Ltd., its affiliates and domestic and foreign corporations over which the Company exercises managerial control (collectively, the "Company"), and all directors, officers and employees thereof.

2.2 Directors, officers and employees of the Company shall advise these Guidelines to third parties who are engaged in transactions for the sake of the Company's business, irrespective of appellation thereof, including entities or individuals such as suppliers, consultants, agents, distributors, joint venture partners, consortium partners, and the directors, officers and employees thereof (collectively, "Third Parties"), and shall cause the Third Parties to comply with the Domestic and Foreign Anti-Corruption Laws in accordance herewith.

3. Basic Principle

3.1 Directors, officers and employees of the Company shall obtain the full understanding of, and also comply with, these Guidelines and the following Domestic and Foreign Anti-Corruption Laws:

- Various domestic anti-corruption laws (e.g., Articles 129, 130, 133 and 357 of the Criminal Act, Articles 2 through 4 of the Act on the Aggravated Punishment of Specific

Crimes, Article 6 of the Act on the Aggravated Punishment of Specific Economic Crimes, and the Act on Combating Bribery of Foreign Public Officials in International Business Transactions);

- International anti-corruption conventions (e.g., OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, United Nations Convention against Corruption); and
- All anti-corruption laws otherwise applicable to the Company (including the local laws of the jurisdictions where the Company performs business).
- The Improper Solicitation and Graft Act (hereinafter "Improper Solicitation Act").

3.2 Directors, officers and employees of the Company shall not offer, promise, authorize or provide Economic Benefits (defined below) to existing or future transaction counterparties, including Domestic or Foreign Government Employees (defined below), directly or through a third party.

- Definitions:
  - The term, "Economic Benefits" includes, without limitation, Money and Valuables (defined in Section 4.1 below), Gifts (defined in Section 4.2 below), Souvenirs (defined in Section 4.2 below), Entertainment (defined in Section 4.3 below), invitation to Events (defined in Section 4.4 below), Provision of Convenience (defined in Section 4.4 below), and congratulatory and condolence money set forth in the Guidelines for Business Ethics as well as all tangible and intangible gains in various forms such as promotional benefits, travel expenses, Donations (defined in Section 4.5 below), discounts, political Donations, facilitation payment, debt assumption/repayment, contractual commissions, and assistance in finding employment.
  - The term, "Domestic or Foreign Government Employees" includes (i) officers, employees and official representatives of a central, federal or local government (or any department, agency, or instrumentality thereof) or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, , (ii) officers and employees of a state-run company, public corporation, public institution, or government-invested company, (iii) officers and employees of a public international organization such as International Monetary Fund, World Bank, World Trade Organization, and Organization for Economic Cooperation and Development (or any person acting in an official capacity for or on behalf of any such public international organization), (iv) politicians, party officials, and candidates for public office, and (v) Private persons performing with public duties or employees performing public duties regulated in section 2(2)(b)~(d) of the Improper Solicitation Act, whether inside or outside Korea. Directors, officers and employees of the Company shall be especially cautioned that provision of Economic Benefits to

Domestic or Foreign Government Employees for the Purpose of Obtaining Illicit or Improper Personal or Business Gains may be subject to more severe punishment depending on the laws of the relevant jurisdictions.

3.3 Provision of Economic Benefits for a legitimate business purpose which does not contravene the basic principle of Section 3.2 above and is permissible under the laws, culture, and social conventions of Korea and the relevant country, may be permitted, provided that the Detailed Implementation Guidelines (defined below) set forth in Section 4 are observed.

3.4 Directors, officers and employees of the Company shall not, whether directly or through a third party, improperly solicit (including acts of improper solicitation regulated in section 5(1) of the Improper Solicitation Act) government employees, whether domestic or foreign, performing their official duties.

4. Detailed Implementation Guidelines

Even if directors, officers and employees of the Company provide Economic Benefits for a legitimate business purpose permissible under the laws, culture, and social conventions of Korea and the relevant country, they shall fully comply with the following detailed implementation guidelines ("Detailed Implementation Guidelines"):

4.1 Money and Valuables

- Definition:

  The term, "Money and Valuables" include cash or cash equivalents (i.e., any economic benefits that may be easily converted into cash including promissory notes, bonds, gift certificates, and securities) as well as any monetary benefits including debt redemption, guarantees, payment of interest on loans owed by the recipient, and provision of chattel or real property free of charge or at a lower price than the fair market value.

- Detailed Implementation Guidelines: In principle, provision of Money and Valuables is not permitted. However, provision of a reasonable amount of congratulatory and condolence money (for example, for family occasions or honorarium for an outside lecture recognized in the Improper Solicitation Act) may be permitted, with regard to culture, and social conventions.

4.2 Gifts and Souvenirs

- Definitions:

  · The term, "Gifts" refer to goods, memberships, hotel vouchers, admission tickets, and items equivalent thereto that are provided without proper consideration, but excludes

Money and Valuables.

· The term, “Souvenirs” refer to goods that the host of an official Event uniformly provides to participants, goods that are distributed to multiple unspecified persons, or goods bearing the Company logo, including giveaways and prizes.

- Detailed Implementation Guidelines: Goods of small value that are permissible under the laws, culture, and social conventions of the relevant jurisdiction and meet all of the following requirements, may be provided as Gifts or Souvenirs for the purpose of promotion, demonstration, or explanation of the Company’s products or services :

① It is unlikely that from an objective third party’s perspective, the Gifts or Souvenirs would be misperceived as having the Purpose of Obtaining Illicit or Improper Personal or Business Gains or as intending to exercise undue influence over a decision that could directly advantage or disadvantage the Company, for example, by providing a Gift or Souvenir when such decision is imminent;

② Gift or Souvenir has not been provided by the Company to the recipient with improper frequency;

③ In case of providing samples, the quantity provided is deemed necessary in light of the circumstances;

④ The value of the Gift or Souvenir is not excessive in light of the laws, culture, and social conventions of the relevant country as well as the recipient’s position;

⑤ Gifts or Souvenirs are provided only and directly to business-related persons such as transaction counterparties, and not to any other third parties such as spouses and family members of the business-related persons; and

⑥ The recipient is not prohibited from receiving such Gift or Souvenir under the internal regulations of his/her organization and the laws of the relevant country.

4.3 Entertainment

- Definition:

The term, “Entertainment” refers to bearing expenses for dining, drinking, treats, sports (e.g., golf), etc.

- Detailed Implementation Guidelines: Provision of proper and reasonable Entertainment for a legitimate business purpose such as bolstering business relationships is permissible provided that all of the following requirements are fully satisfied:

① It is unlikely that from an objective third party’s perspective, the provision of Entertainment would be misperceived as having the Purpose of Obtaining Illicit or Improper Personal or Business Gains or as intending to exercise undue influence over a decision that could directly advantage or disadvantage the Company, for example, by providing Entertainment when such decision is imminent;

② Entertainment has not been provided by the Company to the recipient with improper frequency;

③ The value of the Entertainment provided is not excessive in light of the laws, culture, and social conventions of the relevant country and the recipient's position;

④ Entertainment is provided only and directly to business-related persons such as transaction counterparties, and not to any other third parties such as spouses and family members of the business-related persons; and

⑤ The recipient is not prohibited from receiving such Entertainment under the internal regulations of his/her organization and the laws of the relevant country.

4.4 Invitation to Events and Provision of Convenience

- Definition:

  The term, "Provision of Convenience" refers to provision of support other than Money and Valuables or Entertainment, such as provision of transportation, accommodations, meals, tours, invitation to Events, and assistance with making reservations (collectively, "Convenience").

- Detailed Implementation Guidelines: Provision of Convenience to a reasonable extent in connection with business-related events or meetings held for a legitimate business purpose, or for the purpose of promotion, demonstration, or explanation of the Company's products or services or to bolster business relationships (collectively, "Events") may be permitted, provided that all of the following requirements are fully satisfied:

  ① The Event is held for a legitimate business purpose;

  ② It is unlikely that from an objective third party's perspective, the Provision of Convenience would be misperceived as having the Purpose of Obtaining Illicit or Improper Personal or Business Gains or as intending to exercise undue influence over a decision that could directly advantage or disadvantage the Company, for example, by inviting a person charged with the decision-making to an Event and/or Providing Convenience when such decision is imminent;

  ③ The value of the Convenience provided in connection with an Event is not excessive in light of the laws, culture, and social conventions of the relevant country and the recipient's position;

  ④ Convenience has not been provided by the Company to the recipient with improper frequency;

  ⑤ Only business-related persons such as transaction counterparties are invited to an Event, and no other third parties such as spouses and family members of the business-related persons are invited;

  ⑥ The person is not prohibited from participating in the Event and receiving

Convenience related thereto under the internal regulations of his/her organization and the laws of the relevant country;

⑦ The Company does not disburse expenses irrelevant to the business purpose of the Event, such as excessive expenses for tours or art/sports performance; and

⑧ The Company does not provide cash to reimburse travel expenses incurred by the participants in the Event.

4.5 Donations

- Definition:

  The term, "Donations" includes provision of cash and cash equivalents, gifts, services, and support for promotional activities (excluding any contributions for political campaigns).

- Detailed Implementation Guidelines: Directors, officers and employees of the Company shall ensure that Donations are made solely for legitimate charitable purposes and shall not be used as a means to obtain any improper advantage.

- Providing Donations for pure charity purposes which is unlikely to be misperceived from an objective third party's perspective as having the Purpose of Obtaining Illicit or Improper Personal or Business Gains is permissible provided that all of the following requirements are fully satisfied:

  ① The recipient is not considered a political group, politician, or any organization or individual with a political purpose;

  ② The recipient's activities are consistent with the corporate values of the Company; and

  ③ The recipient does not have any business interest with the Company.

4.6 Political Contributions

- Definition:

  "Political Contributions" means any contributions, whether monetary or in-kind, including cash and cash equivalents, goods, services, or support for political campaigns, provided to public officials, candidates for public office, political parties, political organizations, or any individual or entity with a political purpose.

- Prohibition:

  Regardless of applicable local laws or customs, directors, officers and employees of the Company shall not offer, promise, authorize, or provide, directly or indirectly through any third party, any Political Contributions in any form.

4.7 Facilitation Payments

- Definition:

  "Facilitation Payments" means unofficial payments made to public officials or other persons to expedite or secure the performance of routine governmental actions (such as customs clearance, visa processing, or issuance of permits), where such actions are ordinarily and routinely performed. Legitimate government fees or officially published charges are excluded.

- Prohibition:

  Facilitation Payments are generally prohibited under applicable anti-corruption laws and therefore shall not be offered, promised, authorized, or provided.

4.8 Prior Consultation and Approval

- Detailed Implementation Guidelines: Compliance with these Guidelines shall be determined from an objective third party's perspective. Such determination shall be made in light of the totality of circumstances including, without limitation, the recipient's duties, personal relationship between the provider and the recipient of Economic Benefits, extent of Economic Benefits, the reasons for such provision, and the timing of such provision. Directors, officers and employees of the Company shall consult with the Compliance Department in advance if they are uncertain whether the provision of Economic Benefits in a given case would fall under the exceptions set forth in Sections 3.3 and 4.
- When providing Economic Benefits to a Domestic or Foreign Government Employee, directors, officers and employees of the Company shall fill out Attachment 1: Request for Approval of Provision of Economic Benefits and obtain prior approval from the Compliance Department. If uncertain whether the recipient of the Economic Benefits would be deemed a Domestic or Foreign Government Employee, directors, officers and employees of the Company shall fill out Attachment 2: Checklist for Determining Whether a Person Should Be Deemed a Domestic or Foreign Government Employee and consult the Compliance Department.

5. Third Parties

When a Third Party is engaged for the sake of the Company's business, directors, officers and employees of the Company shall take appropriate measures to ensure that the Third Party does not, directly or indirectly, offer, promise, authorize, or provide Economic Benefits to any existing or future transaction counterparties including any Domestic or Foreign Government Employees. If directors, officers and employees of the Company know, or should have known that a Third

Party's acts were in violation of the Anti-Corruption Laws but fail to take adequate measures to prevent such act, the Company and the relevant directors, officers and employees may be subject to civil and/or criminal liability under the Domestic and Foreign Anti-Corruption Laws. To minimize such risk, directors, officers and employees of the Company shall comply with the following in selecting or concluding a contract with any Third Party:

5.1 Selection of Third Parties (Due Diligence)

- When selecting a Third Party for the sake of the Company's business, directors, officers and employees of the Company shall undertake proper due diligence. All Third Parties shall be subject to a background check in accordance with Attachment 3: Checklist for Due Diligence of Third Parties, and the findings thereof shall be submitted to the Compliance Department.
- The Compliance Department shall review the due diligence findings and present its view thereon, and the directors, officers and employees of the Company shall abide by the determination made by the Compliance Department.
- Information related to the Third Party's background check, in particular, the information that can prove the amount of compensation to be paid to the Third Party is reasonable in light of the scope and details of the services to be performed, shall be documented and maintained in records.
- In conducting due diligence, or in transacting with a Third Party, if it is determined from an objective third party's perspective that the Third Party may potentially violate or has violated the Domestic and Foreign Anti-Corruption Laws, the directors, officers and employees of the Company shall consult the Compliance Department and take appropriate measures in accordance therewith.

5.2 Contracting with Third Parties

A contract with a Third Party shall contain anti-corruption provisions in accordance with Attachment 4: Standard Anti-Corruption Provisions and shall include the following terms at a minimum:

① Representation and warranty that the Third Party has complied with, and will continue to comply with, applicable Domestic and Foreign Anti-Corruption Laws;

② The Company's right to conduct an investigation in the event of possible violation of any applicable Domestic and Foreign Anti-Corruption Laws by the Third Party; and

③ The Company's right to cancel or terminate the contract with the Third Party in the event of such party's violation of any applicable Domestic and Foreign Anti-Corruption

Laws or failure to cooperate with the Company's investigation.

6. Recording and Management of Accounting Information and Internal Accounting Controls

6.1 Pursuant to the International Financial Reporting Standards (IFRS), the Company and its directors, officers and employees shall accurately record the transaction details, and such accounting information shall be maintained in accordance with the internal rules of the Company.

6.2 The Company and its directors, officers and employees shall devise and maintain a system of internal accounting controls ("Internal Accounting Controls System") sufficient to provide reasonable assurances concerning the integrity of accounting, finance, bookkeeping, and other business processes of the Company.

6.3 The accounting department shall notify the Compliance Department of any transaction suspected of being in violation of any Domestic and Foreign Anti-Corruption Laws or these Guidelines and shall take measures in accordance with the views of the Compliance Department.

7. Training and Consulting

7.1 Directors, officers and employees of the Company shall undergo training on the Company's anti-corruption policy, at least once a year. Such training may be conducted in a variety of ways, such as in writing, in groups or on-line.

7.2 Directors, officers and employees of the Company shall consult the Compliance Department if they have any concerns regarding a possible violation of these Guidelines.

8. Reporting and Handling of Violations

8.1 Directors, officers and employees of the Company who violate Domestic and Foreign Anti-Corruption Laws or these Guidelines while performing their duties or who refuse to cooperate with investigation by the Company concerning such violation shall be subject to disciplinary actions in accordance with applicable rules of the Company.

8.2 Directors, officers and employees of the Company shall promptly report any violation of any Domestic and Foreign Anti-Corruption Laws or these Guidelines to their immediate superior,

Compliance Department, or Business Ethics Team upon obtaining knowledge thereof. Such report may be made through the Company's reporting channels, such as the Company's cyber hotline (found at http://ethics.hd.com/) or by email, or telephone.

8.3 Directors, officers and employees of the Company who receive such reporting from their subordinates shall promptly relay such report to the Compliance Department or Business Ethics Team.

8.4 Information relating to the handling of all such reports and the identity of the whistleblowers shall be kept strictly confidential, and the Company and its directors, officers and employees shall ensure that the whistleblower is not disadvantaged in any way for making a report.

8.5 Officers and employees of the Company have the clear right to refuse to engage in any act that violates domestic or international anti-corruption laws or these Compliance Guidelines. They must not face any disadvantage or unfair treatment as a result of exercising this right.

9. Internal Monitoring

9.1 The Compliance Department may monitor, on a regular basis or as needed, to determine whether directors, officers and employees of the Company are in compliance with these Guidelines. Directors, officers and employees of the Company shall fully cooperate with any such monitoring.

9.2 The Compliance Department shall regularly review the adequacy and efficacy of these Guidelines and the Internal Accounting Controls System and shall make appropriate revisions when deemed necessary.

10. Effective Date

These Guidelines shall become effective on **from August 12th, 2026**.

In case that there is any inconsistency, discrepancy or conflict between the Korean version and English version of these Guidelines, the former shall be governing.

Attachment 1

Request for Approval of Provision of Economic Benefits

* If any director, officer or employee of the Company intends to provide Economic Benefits to a Domestic or Foreign Government Employee for a legitimate business purpose pursuant to Sections 3.3 and 4 of the Guidelines, they shall fill out and submit a Request for Approval of Provision of Economic Benefits and obtain prior approval from the Compliance Department.

By	Name of the working level person in charge of the matter	Date	Date of provision of Economic Benefits
Department	Requesting department	Responsible Executive	(signature)

Type	☐ Money and Valuables ☐ Gifts ☐ Entertainment ☐ Invitation to an Event ☐ Provision of Convenience ☐ Donation ☐ Other		
Targeted person(s)		Number of targeted person(s)	
Attendee(s) from the Company		Number of total attendee(s)	
Relationship with the targeted person			
Time/place			
Amount			
Business purpose			
Evidentiary materials (attached)			

1. Targeted persons: State the name, organization, and position of the representative of the targeted person(s)
2. Attendees from the Company: State the name, department, and position of the representative of the attendee(s) from the Company.
3. Relationship with the targeted person: State the relationship between the Company and the targeted person.
4. Business purpose: State a business purpose that requires the provision of Economic Benefits.
5. Evidentiary materials: Specify documents showing the need for provision of Economic Benefits (e.g., event plan, proposal, schedule) and attach such documents hereto.

Attachment 2

Checklist for Determining Whether a Person Should Be Deemed a Domestic or Foreign Government Employee

- If any director, officer or employee of the Company intends to provide Economic Benefits to a Domestic or Foreign Government Employee for a legitimate business purpose pursuant to Sections 3.3 and 4 of the Guidelines, they shall fill out and submit Attachment 1: Request for Approval of Provision of Economic Benefits and obtain prior approval from the Compliance Department. If uncertain whether a recipient of the Economic Benefits would be deemed a Domestic or Foreign Government Employee, the director, officer or employee of the Company shall fill out the following checklist and consult the Compliance Department pursuant to Section 4.6 of the Guidelines.

- When conducting due diligence to select a Third Party for the sake of the Company's business pursuant to Section 5.1 of the Guidelines, the director, officer or employee of the Company shall fill out and submit Attachment 3: Checklist for Due Diligence of Third Parties. In relation to completing No. 2-7 of Attachment 3: Checklist for Due Diligence of Third Parties, the director, officer, or employee of the Company shall fill out and submit the following checklist to the Compliance Department to confirm whether or not the Third Party is deemed a Domestic or Foreign Government Employee.

Purpose	Targeted Person		
	Name	Affiliated Organization	Position
☐ Provision of Economic Benefits ☐ Selection of Third Party			

* * *

No.	Item to be checked	Check the appropriate box below	
		Yes	No
1	Is the person deemed a Domestic or Foreign Government Employee under the laws of the relevant country?		
2	Is the person associated with or employed by a central, federal or local government of Korea or a foreign country?		
3	Is the person associated with or employed by a public international institution such as International Monetary Fund, World Bank, World Trade Organization, and Organization for Economic Cooperation and Development?		
4	Is the person serving as a representative of a central, federal or local government of Korea or a foreign country or a public international organization?		
5	Does the government wholly own or own at least a 50-percent interest in the organization of which the person is a member (the "Person's Organization"), directly or indirectly?		
6	Does the government control the Person's Organization, directly or indirectly?		
	1) Does the government have veto power over major issues concerning		

	the Person's Organization?		
	2) Does the government have the right to appoint key directors or officers of the Person's Organization?		
	3) Was the Person's Organization set up under the laws, or pursuant to an order or request of, the relevant country?		
	4) Do the laws of the relevant country grant special benefits to the Person's Organization, or impose special obligations thereon?		
	5) Does the Person's Organization have a monopoly position in the relevant country in performing of business?		
	6) Does the Person's Organization receive a substantial amount of financial assistance, such as subsidies, grants, tax benefits, and loans, from the government of the relevant country?		
	7) Does the Person's Organization carry out a governmental function or any other public role in the relevant country?		
7	**Is the person the head, teaching staff, official or employee of any level of school or educational institution in Korea?**		
8	**Is the person a representative, official or employee of a press company in Korea?**		

If you answered "yes" to any of the foregoing items, please provide the relevant details.

No.	Details

Date: _____

Department: _____

Responsible Executive: _____(Signature)

Attachment 3

Checklist for Due Diligence of Third Parties

- When selecting a Third Party for the sake of the Company's business, directors, officers and employees of the Company shall conduct due diligence by filling out all of the following and submit the completed checklist to the Compliance Department pursuant to Section 5.1 of the Guidelines.
- If the Compliance Department is adverse to the selection of the Third Party, transacting with such party shall not be permitted.
- Any changes to any of the items required in due diligence after the Third Party is selected shall be immediately notified to the Compliance Department.

1. Background Information on the Project Between the Company and the Project Owner for Which the Third Party Will Be Involved ("Project")	
1-1	Project overview ※ Please provide overall background information concerning the Project, in particular, the nature, size (contract amount), location (country/state) and the duration of the Project
1-2	Why does the Project require Third Party involvement?
1-3	Who is in charge of managing the Third Party during the term of the Project?
2. General Information on the Third Party	
2-1	Third Party's company name and the name of its representative:
2-2	Address:
2-3	Contact information:
2-4	Business registration number: Corporation registration number:
2-5	Business-related authorizations/permits and qualifications the Third Party has:
2-6	Bank account information (in particular, the name and location of the bank and the name of the account holder)
2-7	Whether the Third Party is deemed a Domestic or Foreign Government Employee: ※ Please fill out and submit Attachment 2: Checklist for Determining Whether a Person Should Be Deemed a Domestic or Foreign Government Employee

3. Details of the Transaction with the Third Party	
3-1	Purpose of the contract with the Third Party:
3-2	Duration of the contract with the Third Party :
3-3	Contractual amount (compensation to be provided to the Third Party):
3-4	Method of payment:
3-5	Basis on which the contractual amount (compensation) was determined:
3-6	How the Company came to know the Third Party and main reasons for selecting the Third Party:
3-7	Location(s) (country/state) where the Third Party will provide services to the Company:

4. Other Due Diligence Items	
4-1	If the Third Party is a corporation, does it have an anti-corruption policy in place? ※ If "yes," please state the details thereof and attach relevant documents hereto.
4-2	If the Third Party is a corporation, does it have an Internal Accounting Controls System ? ※ If "yes," please state the details thereof and attach relevant documents hereto.
4-3	Does the Third Party claim to have a working relationship with or influence over any Domestic or Foreign Government Employee or the Company's transaction counterparty? ※ If "yes," please state the details thereof.
4-4	Was the Third Party recommended by a Domestic or Foreign Government Employee or the Company's transaction counterparty? ※ If "yes," please state the details thereof, including the name and title of the person who recommended the Third Party.
4-5	(To be filled out only if the Third Party is an individual and is seeking to serve as a consultant or an agent): Does the Third Party or his/her spouse have a close family relationship (first cousins or a closer relationship) with any Domestic or Foreign Government Employee who will be involved in the Project or the Company's transaction counterparty? ※ If "yes," please state the details thereof:
4-6	Has the Third Party made any political Donations in the past five years? ※ If "yes," please state the details thereof and submit relevant documents.

4-7	Has the Third Party or any of its directors, officers or employees been subject to investigation or punishment due to irregularities such as a violation of any Domestic and Foreign Anti-Corruption Laws, or for committing money laundering, fraud, breach of trust or embezzlement in the past five years? ※ If "yes," please state the details thereof.

Date: _____

Department: _____

Responsible Executive: _____ (Signature)

Attachment 4

Standard Anti-Corruption Provisions

Clause XXX

1. HD Hyundai Co., Ltd.("HD Hyundai") and [the counterparty of the Agreement] ("Contractor") represent, warrant and covenant that both [P]arties are committed to compliance with all law, constitution, treaty, convention, ordinance, equitable principle, code, rule, regulation, resolution, decree, executive order, or other similar act enacted, adopted, promulgated, or validly and lawfully applied by any Governmental Body designed to prevent bribery, corruption, or the provision of money or anything of value, directly or indirectly, to a prohibited recipient, to obtain or retain an improper advantage, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78m, 78dd1-3, and 78ff), as amended (the "FCPA"), and the UK Bribery Act 2010 (2010 c. 23), as amended, and as applicable (collectively, the "Global Anti-Bribery Laws"). Governmental Body means any legislature, agency, bureau, branch, department, division, commission, court, tribunal, public international organization or body of any federal, regional, municipal, local, or national government.

2. The Contractor represent, warrant and covenant that

   A. the Contractor has read and understands the Global Anti-Bribery Laws and [insert name of HD Hyundai's anti-bribery policy] (the "Policy") of HD Hyundai;

   B. in performing work under the [insert name of agreement] with HD Hyundai, dated [insert date] (the "Agreement"), the Contractor and his/her/its affiliates, partners, owners, officers, directors, employees, and agents have been and are in full compliance with the Global Anti-Bribery Laws and the Policy and have not been charged with violating any Global Anti-Bribery Laws;

   C. in performing work under the Agreement, the Contractor and his/her/its affiliates, partners, officers, directors, employees, and agents have not and will not provide, offer to provide, or promise to provide, or authorize the provision of, directly or indirectly, any monies or anything of value to any Public Official, where Public Official means
      i. anyone who performs public functions in a legislative, judicial or administrative capacity; or
      ii. anyone acting in an official capacity for or on behalf of (a) Governmental Body, (b) a government-owned or government-controlled or government- participated company, or (c) a political party, member of a political party, official or candidate for a political office;

   D. neither the Contractor nor his/her/its affiliates, partners, officers, directors, employees, and

agents is a Public Official, or related to a Public Official, of any Governmental Body with which HD Hyundai conducts or will conduct business during the term of the Agreement; and

E. the Contractor's books and records accurately and fairly represent in all material respects all transactions, assets, disposition of assets, and payments of consulting fees, commissions, service fees, facilitating payments, gratuities, and any other payment made on behalf of HD Hyundai.

3. The Contractor further agrees

A. to immediately notify HD Hyundai in writing if a Public Official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor;

B. to promptly report to HD Hyundai any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performing work under the Agreement;

C. to immediately disclose to HD Hyundai any change in the information contained in this Clause XXX;

D. to take reasonable steps to ensure that its affiliates' respective directors, officers, employees, and agents, comply with Global Anti-Bribery Laws and the Policy in performing any activity on behalf of HD Hyundai;

E. to provide information in reasonable detail to HD Hyundai to enable HD Hyundai to confirm the Contractor's compliance with the Global Anti-Bribery Laws and the Policy, including, but not limited to, detailed books and records of expenses;

F. that HD Hyundai may audit the Contractor in order to verify the Contractor's compliance with this Clause or the Agreement. At HD Hyundai's option, HD Hyundai may select an independent third party to conduct the audit on HD Hyundai's behalf in order to certify to HD Hyundai that no breach has occurred or will occur. The Contractor shall fully cooperate, at no additional charge to HD Hyundai, in any audit conducted by or on behalf of HD Hyundai. In the event any such audit uncovers a breach of any of the terms of this Clause or the Agreement, the Contractor shall reimburse HD Hyundai for the costs of the audit. The Contractor shall immediately take all necessary or desirable corrective and preventive actions to resolve any issues discovered by any audit conducted by or on behalf of HD Hyundai;

G. that, in the event HD Hyundai has reason to believe that a breach of any of the terms of this Clause has occurred or may occur, HD Hyundai may withhold any and all payments until such time as HD Hyundai has received confirmation to its satisfaction that no such breach has occurred or will occur. HD Hyundai shall not be liable to the Contractor for any claim or losses whatsoever related to its decision to withhold payments under this provision;

H. that, in the event of a breach of any of the terms of this Clause or the Agreement, HD Hyundai

may terminate the Agreement immediately upon notice to the Contractor. Any such termination by HD Hyundai pursuant to this provision shall render the Agreement null and void, effective as of the effective date of the Agreement. Further, HD Hyundai's obligations to pay the Contractor with regard to any transaction for which a breach of the terms has occurred shall be rendered automatically terminated and cancelled, and all payments previously paid shall be forthwith refunded to HD Hyundai by the Contractor; and

I. to indemnify and hold HD Hyundai, its affiliates, and each of their respective directors, officers, employees, and agents harmless from any and all losses arising out of or relating to any claims brought by a Governmental Body or any third party against HD Hyundai and arising out of or relating to any breach of this Clause, the Agreement, and/or the cancellation of the Agreement by HD Hyundai.

[It is recommended that HD Hyundai connect the provisions above to the sections of the Agreement on Termination, Limitation of Liability, and Survival, as appropriate.]