



# 지 급 보 증 서

보증번호: PEBSEL100542

보증처 : 로저비비에코리아(주) 운영사이트 재화 구매자들

주채무자 명칭 : 로저비비에코리아 주식회사

주소 : 서울시 강남구 언주로 609 팍스타워 11층

보증한도액 : KRW 100,000,000 (금일억원정)

보증기간 : 2021년 10 월 25 일부터 2022년 10 월 24 일까지

## 피보증 채무의 내용

주채무자가 운영하는 로저비비에코리아(주) 공식 온라인 스토어에서 제공하는 재화의 전자상거래에 있어 청약의 철회 및 계약의 해제 또는 재화의 공급 의무 불이행으로 인한 대금 환급 채무를 이행하지 아니함으로써 구매자인 채권자가 입은 손해("손해")를 를 구매자의 결제대금 범위 내에서 보증금을 청구한 구매자에게 보상합니다.

청구기간 : 위 보증기간 내에 보증처로부터 보증채무의 이행청구가 없는 때에는 본 보증서의 원본이 반환되었는지 여부를 불문하고 당행의 보증채무는 소멸하는 것으로 합니다.

본 보증서에 첨부된 지급보증거래 이용약관(보증처 용) 제 3 조에 따라, 홍콩상하이은행 서울지점("당행")이 본 보증서의 조건에 의하여 보증처에 지급을 한 경우, 이후에 다른 보증처에 의한 이행 청구가 이루어질 경우 그 지급액 만큼 본 보증서의 보증한도액은 감액됩니다.

본 보증서에 따른 이행 청구 시 다음 서류를 제출하여야 합니다.

- 1) 보증처가 채무 불이행 사유로 손해를 입었음을 확인하는 진술서;
- 2) 주채무자가 작성한 채무불이행 사유에 대한 현금 환불 거절 확인서;
- 3) 구매 증빙서류 (현금영수증 등); 및
- 4) 본 보증서의 원본 또는 주채무자의 법인인감이 날인된 본 보증서의 사본

본 보증서에 따라 이행 청구를 한 보증처에 대한 지급은 청구가 접수된 순서대로 이루어집니다.

본 보증서에 따른 보증채무의 이행은 오로지 당행에 의해 대한민국 법률(시행령, 규정, 명령 및 포고를 포함)이 정하는 바에 따라 행해집니다. 당행은 전쟁, 대한민국정부의 조치에 의한 환전 또는 이체의 제한, 징발, 강제 이체와 같은 불가항력으로 인한 보증 채무 불이행 및 이에 따른 채권자의 손해에 대한 책임이 없으며, 이러한 경우에는 당행의 자회사 또는 계열회사도 책임을 지지 않습니다.



보증인은 UN, EU 또는 미국의 제재 목록에 등재된 자, 또는 해당 미국 연방 및 주 정부의 보이콧 금지법, 테러리즘 금지법, 자금세탁방지법, 미국 제재 법이나 홍콩 금융당국, 영국, 대한민국이 발표, 집행 및 이행하는 제재를 포함한 기타 관련 법규에 따라 거래가 금지된 자에게 본 보증서에 따른 자금 이체 및 지급을 이행하지 않을 것입니다.

본 보증서는 당행의 사전 서면 동의 없이 양도 또는 이전될 수 없으며, 또한 관련 제한에 따라 보이콧(Boycott), 제재(Sanctions) 또는 통상금지(Embargo)가 적용되는 개인 또는 단체에게 양도 또는 이전될 수 없습니다.

본 보증서에 기재된 사항 및 이에 첨부된 지급보증거래 이용약관(보증처용)에 따라 당행은 주채무자의 피보증채무를 지급할 것을 보증합니다.

본 보증서는 청구보증통일규칙 (Uniform Rules for Demand Guarantees, ICC Publication No. 758) 의 적용을 받으며, 준거법은 한국법으로 합니다.

본 보증서는 국문본과 영문본이 함께 작성되며, 국문본과 영문본 사이의 불일치가 있을 경우 국문본이 우선합니다.

2021년 10 월 25 일





THE GUARANTEE REFERENCE: PEBSEL100542

Beneficiaries: Purchasers of goods on the official online store operated by Roger Vivier Korea Inc. ("The online Store") who are natural persons who pay by making a transfer of funds from a bank account.

Name OF Principal Obligor: Roger Vivier Korea Inc.

ADDRESS: 11F Pax Tower 609 Eonju-ro Gangnam-Gu Seoul 06108 Korea

THE GUARANTEED AMOUNT : KRW100,000,000 (IN WORD ONE HUNDRED MILLION KOREAN WON)

GUARANTEED PERIOD : FROM 25-10-2021 TO 24-10-2022

#### GUARANTEED OBLIGATIONS

IN THE E-COMMERCE PROVIDED BY THE PRINCIPAL OBLIGOR'S OFFICIAL ONLINE STORE OPERATED BY THE PRINCIPAL OBLIGOR, THE LOSS ("LOSS OF CONSUMERS") SUFFERED BY THE CONSUMERS WHO ARE THE PURCHASERS OF ROGER VIVIER KOREA INC. GOODS ARISING DUE TO WITHDRAWAL OF ORDERS, CANCELLATION OF CONTRACT OR FAILURE TO FULFILL THE OBLIGATION TO SUPPLY THE GOODS SHALL BE COMPENSATED HEREUNDER WITHIN THE SCOPE OF THE AMOUNT PAID BY THE PURCHASER.

PERIOD OF DEMAND: WE SHALL BE DISCHARGED FROM ALL OF OUR OBLIGATIONS UNDER THIS LETTER OF GUARANTEE, IF YOUR DEMAND HEREUNDER IS NOT SUBMITTED TO US ON OR BEFORE THE EXPIRY DATE. THEREAFTER THIS GUARANTEE SHALL BECOME NULL AND VOID, EVEN IF THIS LETTER OF GUARANTEE IS NOT RETURNED TO US.

SUBJECT TO ARTICLE 3 OF THE TERMS AND CONDITIONS ON PAYMENT GUARANTEE (FOR BENEFICIARY) ATTACHED HERETO, WHERE A PAYMENT IS MADE TO A BENEFICIARY BY US IN ACCORDANCE WITH THE TERMS OF THIS GUARANTEE, THE MAXIMUM GUARANTEED AMOUNT AVAILABLE FOR MEETING SUBSEQUENT CLAIMS BY OTHER BENEFICIARIES UNDER THIS GUARANTEE SHALL BE REDUCED BY THE AMOUNT OF SUCH PAYMENT.



CLAIMS UNDER THIS GUARANTEE MUST BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS:-

- 1) A WRITTEN STATEMENT BY THE BENEFICIARY THAT THE BENEFICIARY HAS SUFFERED LOSS DUE TO AN EVENT OF DEFAULT, WHICH SHALL BE IDENTIFIED IN THE STATEMENT,
- 2) A CONFIRMATION LETTER FROM THE PRINCIPAL OBLIGOR REJECTING THE BENEFICIARY'S REQUEST FOR A CASH REFUND IN RESPECT OF THE EVENT OF DEFAULT,
- 3) PROOF OF PURCHASE OF THE PRINCIPAL OBLIGOR'S GOODS BY THE PURCHASER, INCLUDING CASH RECEIPT, AND
- 4) THE ORIGINAL OF THIS GUARANTEE OR A CERTIFIED COPY OF THIS GUARANTEE AFFIXED WITH CORPORATE SEAL OF THE PRINCIPAL OBLIGOR.

PAYMENTS TO BENEFICIARIES WHO MAKE CLAIMS UNDER THIS GUARANTEE SHALL BE MADE IN THE ORDER IN WHICH THEIR CLAIMS ARE RECEIVED BY US.

ALL OBLIGATIONS HEREUNDER ARE PAYABLE SOLELY AT AND BY US (THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SEOUL BRANCH) IN ACCORDANCE WITH THE LAWS OF KOREA (INCLUDING, WITHOUT LIMITATION, ANY AND ALL DECREES, RULES, ORDERS AND PROCLAMATIONS). WE, THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SEOUL BRANCH, SHALL NOT BE LIABLE FOR THE NONPERFORMANCE OF THE GUARANTEE OBLIGATION AND ANY LOSS SUFFERED BY THE CONSUMER WHERE SUCH NONPERFORMANCE IS CAUSED BY THE OCCURRENCE OF ANY EVENT BEYOND OUR CONTROL SUCH AS WAR, RESTRICTIONS ON CONVERTIBILITY OR TRANSFERABILITY BY THE KOREAN GOVERNMENT, REQUISITIONS OR INVOLUNTARY TRANSFER. NO SUBSIDIARY OR AFFILIATED COMPANY OF THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, SEOUL BRANCH SHALL BE LIABLE FOR ANY CONSEQUENCES OF SUCH EVENTS.

GUARANTOR WILL NOT EFFECT A TRANSFER OR MAKE ANY PAYMENT UNDER THIS LETTER OF GUARANTEE TO ANY PERSON WHO IS LISTED ON A UNITED NATIONS, EUROPEAN UNION OR UNITED STATES OF AMERICA SANCTIONS LIST NOR TO ANY PERSON WITH WHOM THE GUARANTOR IS PROHIBITED FROM ENGAGING IN TRANSACTIONS UNDER APPLICABLE UNITED STATES FEDERAL OR STATE ANTI-BOYCOTT, ANTI-TERRORISM OR ANTI-MONEY LAUNDERING LAWS, OR US SANCTIONS LAWS, OR OTHER APPLICABLE LAWS AND REGULATIONS INCLUDING THE SANCTIONS ISSUED, ADMINISTERED OR ENFORCED BY THE HONG KONG MONETARY AUTHORITY, THE UNITED KINGDOM AND THE REPUBLIC OF KOREA.



THIS GUARANTEE MAY NOT BE ASSIGNED OR TRANSFERRED WITHOUT OUR PRIOR WRITTEN CONSENT AND THIS GUARANTEE SHALL NOT BE ASSIGNED OR TRANSFERRED TO ANY PERSON OR ENTITY THAT IS THE SUBJECT OF ANY BOYCOTT, SANCTION OR EMBARGO UNDER ANY APPLICABLE RESTRICTIONS.

BASED ON CONTENTS DEFINED IN THIS LETTER OF GUARANTEE AND THE TERMS AND CONDITIONS ON PAYMENT GUARANTEE (FOR BENEFICIARY) ATTACHED TO THIS LETTER, THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED BANK SEOUL BRANCH HEREBY GUARANTEES PAYMENT OF THE GUARANTEED OBLIGATIONS OF THE PRINCIPAL OBLIGOR.

THIS GUARANTEE IS SUBJECT TO UNIFORM RULES FOR DEMAND GUARANTEES, ICC PUBLICATION NO. 758 ("URDG758") AND SHALL BE GOVERNED BY THE LAWS OF KOREA.

THIS GUARANTEE IS WRITTEN IN KOREAN AND ENGLISH TOGETHER AND IF THERE IS ANY CONFLICT BETWEEN THE KOREAN VERSION AND THE ENGLISH TRANSLATION, THE KOREAN VERSION SHALL PREVAIL.

J W Kim, GTRF

K S Kwak, GTRF

The Hongkong and Shanghai Banking Corporation Limited Bank (Seoul Branch)

## Terms and Conditions on Payment Guarantee (for Beneficiary)



### Article 1 (Purpose)

These terms and conditions are designed to determine matters related to Payment Guarantee transactions among the Bank, the Applicant and the Beneficiary.

### Article 2 (Definition)

In these terms and conditions, the following defined terms apply:

1. "Bank" refers to a financial institution that enters into a Payment Guarantee Payment Guarantee with the Applicant and issue a Payment Guarantee letter.
2. "Payment Guarantee" means a financial instrument in which the Bank makes a commitment to honour payment of all or part of the debts the Applicant is or will be owed to the Beneficiary.

### Article 3 (Maximum Guarantee Amount)

The maximum guarantee amount includes principal, interest, default interest and related damages, and the Bank is not liable for any payment obligation in excess of the maximum guarantee amount. In the case of guarantee of specific obligation, the amount repaid under the terms of the installment repayment is automatically deducted from the maximum guarantee amount.

### Article 4 (Demand for Performance of Guarantee Obligation)

Upon occurrence of any event giving rise to a demand for performance of obligations hereunder, the Beneficiary may make a demand for payment to the Bank within the amount of the maximum guarantee limit for the guaranteed obligation that expires within the guarantee period. However, if a specific period for demand is indicated under the Payment Guarantee, the Beneficiary shall make a demand for payment within the relevant period.

1. The Beneficiary shall submit the original copy of the payment guarantee, relevant evidentiary documents and documents required for real-name verification to the Bank when making a demand for payment.
2. The demand for payment hereunder shall include only the guaranteed obligations that actually exist at the time of the demand. If the Beneficiary makes an error in making the demand with respect to such matters as the amount or timing of the demand due to willful misconduct or negligence on the part of the Beneficiary, and such error results in an early payment or over-payment hereunder, the Beneficiary will be required to refund to the Bank the full amount of the early payment or the amount excessively paid together with any damage calculated at the rate of default interest charged by the Bank.

### Article 5 (Expiration of Guaranteed Obligation)

The guaranteed obligation of the Bank shall be expired upon the occurrence of any of the following event:

1. If there is no demand for payment from the Beneficiary within the period for payment demand; or
2. When the guaranteed obligation is expired.

### Article 6 (Modification of Conditions)

If the period for payment demand is to be extended or the type or the conditions thereof are to be modified, approval of the Bank must be obtained in advance; otherwise, the extension or the modification of the conditions will not take effect.

### Article 7 (Termination of Payment Guarantee)

The Applicant shall return the original copy of the Payment Guarantee to the Bank in order to terminate the Payment Guarantee. However, following the expiry date of the guarantee period, the guarantee obligation of the Bank shall become null and void, regardless of whether the original copy of the guarantee has been returned or not. If the Beneficiary intends to terminate the Payment Guarantee before the expiration of the guarantee period, the Bank shall return the guarantee fee for the remaining period.

### Article 8 (Assignment or Pledge)

The Payment Guarantee issued by the Bank, which the Beneficiary will hold as security against the Bank, may neither be transferred nor be pledged. If the original copy of the Payment Guarantee is assigned or pledge is established over the guarantee, it has no legal validity.

### Article 9 (Lost, Stolen or Destroyed Payment Guarantee)

If the original copy of the Payment Guarantee is lost, stolen or destroyed, the Beneficiary shall immediately notify the Bank. In the absence of the Bank's willful misconduct or negligence, the Bank will not be held responsible for any consequences arising from the Beneficiary's failure to so notify the Bank.

### Article 10 (Language)

These terms and conditions may be executed in both Korean and English and if there exists any conflict between the Korean version and the English version, the Korean version shall prevail.

### Article 11 (Application and Delivery of Terms and Conditions)

1. If any separate agreement made between the Bank and the Beneficiary conflicts with these terms and conditions, such agreement shall prevail.
2. Matters not specified herein shall be governed by the General Terms and Conditions for Credit Transactions (for Corporate Borrower) unless otherwise agreed.
3. The Bank shall deliver these terms and conditions to the Applicant when entering into a Payment Guarantee agreement. These terms and conditions shall be deemed to have been duly delivered to the Beneficiary when the original copy of the Payment Guarantee containing these terms and conditions is received by the Beneficiary.

Claimed Amount: KRW (In Word )

Received the sum of KRW \_\_\_\_\_.

Date (Year/Month/Day)

Address:

Name:



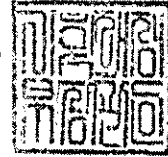
대한민국정부  
The Government of  
the Republic of Korea

# 대한민국 정부수입인지

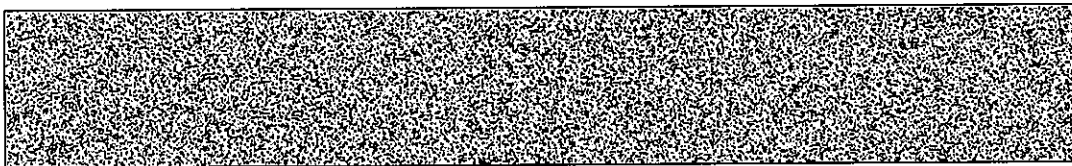
(Revenue Stamp of Government of the Republic of Korea)

고 유 번 호 : 2109900-131331346  
(Certificate No.)  
수 입 인 지 금 액 : 10,000원  
(Stamp Duty Amount)  
성 명 ( 상 호 ) : 홍콩상하이은행  
( N a m e )  
생년월일/사업자번호 : 1028400679  
(Registration No.)  
발 급 처 : 인터넷 / 신한은행  
(Stamping Channel)  
발 급 일 자 : 2021.10.20  
(Certificate Issued Date)

기획재정부 장관  
(Minister of Economy and Finance)



\* 전자수입인지를 위변조 및 복사(copy)하여 중복 사용할 경우, 조세범 처벌법 제12조 제4호에 의해 2년 이하의 징역 또는 2천만원 이하의 벌금에 처해질 수 있습니다.



<사용 방법>

\* 전자수입인지는 1회 출력만 가능하며(프린터 시험인쇄 요망), 제출서류 1건의 과세금액을 1매로 첨부(添附)하여 사용합니다.

<전자적 소인 처리 방법>

\* 행정기관에 전자수입인지를 제출하는 경우, 전자수입인지를 접수하는 공무원이 전자적 소인처리를 하여야 합니다.

(접수한 공무원의 전자적 소인처리 절차는 gov.e-revenuestamp.kr에서 수행)

\* 행정기관에 제출하지 아니하고 사인(私人)간에 전자수입인지를 사용하는 경우, www.e-revenuestamp.or.kr 에서 전자적소인 처리하여 전자수입인지가 "사용"되었음을 확인함으로써 부정한 재사용을 방지하시기 바랍니다.

※ 주의사항 : 소인처리된 전자수입인지는 사용 및 환매가 불가하오니 신중한 소인처리 하시기 바랍니다.

<환매 방법>

\* 사용하지 아니한 전자수입인지는 구입처에 환매(액면금액의 97% 상당액)를 청구할 수 있습니다. 다만, 인터넷 발급분의 경우 우체국 및 금융회사(은행 등)를 통해 환매가 가능합니다.