

[Form 1]

Check Sheet for Legitimacy Review of Individual Subcontractor Agreements

Site name (Code no.):		Date:		
Construction type (Product name):		Member:		
Item	Key description	Deliberation		Corrective actions
		Appropriate	Inappropriate	
Issuance of written contracts	– Compliance with the statutory requirements for contracts (contract amount, commissioning date, scope of work, delivery date/location, payment method, payment date, inspection method)			
Prohibition against unfair subcontracting cost determination	– Without a justifiable reason, acts of discriminating against a specific supplier in determining the price or unilaterally determining the price based on a low unit price without reaching an agreement with the supplier			
	– Acts of deceiving a supplier and using such deception to determine the price by causing errors in terms of transaction, such as order quantity, or by displaying another business operator's estimate or false estimate			
	– Without a justifiable reason, acts of establishing a price that is lower than the sum of the direct construction cost items when entering into a private contract			
	– Without a justifiable reason, acts of determining a price that is lower than the lowest bid amount when concluding a contract through competitive bidding			
	– After quoting a price based on the premise of a large order, acts of determining the actual price based on the large order while placing a small order			
	– Acts of consigning manufacturing, etc. without determining the price, and then determining a price below the price normally paid, without consulting the supplier			
	– After requesting and receiving delivery-related technical data, acts of providing such data to another business operator and reducing the price based on the quoted price of the respective business operator			
	– Acts of setting a low price due to a significantly lower execution budget than the original contract price, with construction work required to be completed within the scope of the same execution budget			
Prohibition of forced purchase of goods, etc.	– Acts of compelling a supplier to purchase or use products or services of the Company, its affiliates, or a specific company without a justifiable reason			
	– Acts of forcing a supplier to purchase materials for its construction site against the supplier's will, or demanding a supplier to purchase or use specified items or equipment without a justifiable reason			
Prohibition against unreasonable demands for financial benefits	– Without a justifiable reason, acts of demanding financial benefits such as sponsorships, incentives, or subsidies			

[Form 2]

Check Sheet for Post-Deliberation on Subcontractor Agreement

1. Basic information										
Supplier name				Date						
Contract name				Contract type	<input type="checkbox"/> Single contract		<input type="checkbox"/> Unit price contract			
Contract amount				Term of contract	(from contract date to delivery date)					
Department				Purchasing manager						
2. Payment of subcontract amount						(Unit: KRW, including VAT)				
Single contract				Unit price contract						
Contract amount (A)		Payment amount (B)		Balance (A-B)		Planning		Performance		
						Contract purchase amount (Annual)	Contract distribution ratio	Cumulative purchase amount for ()	Cumulative distribution ratio for ()	Difference in performance against contract
				-						
3. Checklist										
Category	Description						Self-inspection		Committee inspection	
							Appropriate	Inappropriate	Appropriate	Inappropriate
Delay in payment	1. Is there any unsettled part with the supplier as of now?									
	2. Was there any refusal or delay in receiving the consignment of the object agreed upon in advance with the supplier?									
	3. Has there been any case of making a payment exceeding 60 days after accepting the object from the supplier?									
	4. In the case of an order where an advance payment has been made from the ordering party, has there been a case where the advance payment was not made within 15 days from the contract date (the day the advance payment was received from the ordering party after the subcontract)? (Unit: KRW, including VAT)									
	Advance payment		Contract date (b)	Actual payment date of advance payment (c)	Amount	Delay days (c-a) or (c-b)				
	Receipt date (a)	Amount								
Violation of technical data-related law	1. Was there any request for provision/submission of technical data during the contract conclusion process?									
	2. When requesting technical data, was the Fair Trade Commission's standard form used and signed by both parties?									
	3. In the case of requesting technical data, was the reason that the supplier's technical data was procedurally and technically inevitably necessary to achieve the purpose of consignment such as manufacturing?									
	4. Was the obtained technical data not beneficial to the Company or a third party?									
	* If there was a request for technical data, the actual violation of the law will be reviewed through additional investigation by the legal team.									
Unfair subcontracting cost reduction	1. Was there a case where matters not written in the document were requested?									
	2. In the case of 1, did you pay a legitimate price to the supplier?									
	3. Did you review and start negotiations within 10 days of the request for unit price adjustment, and did you agree and settle within 30 days?									
	4. Was there a case where the unit price was reduced by a uniform ratio without a legitimate reason when settling the amount with the supplier, or the subcontract amount was paid below the contracted unit price?									
	5. When reducing the subcontract cost, was the Fair Trade Commission's standard form used and signed by both parties?									

Request for Confirmation of Consignment Details

1. Company and supplier									
Company (To)	Business name*				Corporate (business) registration no.				
	Representative name				Contact				
	Address*								
Supplier (From)	Business name*				Corporate (business) registration no.				
	Representative name				Contact				
	Address*								
	Person in charge	Name		Department		Contact			
2. Date and time of consignment, responsible person									
Date and time of consignment*		Responsible person	Name		Department		Position		
3. Consignment details (Attach supporting documents if available)									
1) Objects*		Contents of the consigned work							
2) Subcontracting cost*		Amount, payment method, payment due date, etc.							
3) Delivery of the objects		Timing and location, etc.							
4) Inspection of the objects		Method and timing of inspection, etc.							

5) Adjustment of subcontracting cost	Condition, method, and procedure for adjusting payments due to rising raw material costs, etc.
6) Other matters	In cases where the Company provides raw materials, etc., the name, quantity, provision date, cost, and the method and date of payment of the cost, etc.
<p>We request confirmation of the above consignment details and inform you that if there is no response within 15 days to this request for confirmation, it will be presumed under Paragraphs 5 to 8, Article 3 of the Fair Transactions in Subcontracting Act that a contract has been established according to the contents requested for confirmation.</p> <p>Date:</p> <p>Business name_____Representative_____(signature)</p>	

[Form 4]

Reply to Request for Confirmation of Consignment Details

1. Company and supplier							
Supplier (To)	Business name			Corporate (business) registration no.			
	Representative name			Contact			
	Address						
Company (From)	Business name			Corporate (business) registration no.			
	Representative name			Contact			
	Address						
	Person in charge	Name		Department		Contact	
2. Matters requested for confirmation by the supplier							
Date and time of consignment		. . .					
Consignment details		Objects, subcontracting cost, delivery of the objects, inspection, adjustment of subcontracting cost, etc.					
3. Reply to Request for Confirmation of Consignment Details							
We reply as above to the request for confirmation of consignment details.							
Date:							
Business name _____ Representative _____ (signature)							

Subcontracting Cost Reduction Form

1. Company and supplier							
Company	Business name	Hyosung TNC		Corporate (business) registration no.			
	Representative name			Contact			
	Address						
	Person in charge	Name		Department		Contact	
Supplier	Business name			Corporate (business) registration no.			
	Representative name			Contact			
	Address						
	Person in charge	Name		Department		Contact	
2. Reduction details (Attach supporting documents if Available)							
1) Reason for reduction		Specify if there is a legitimate reason for reducing the subcontracting cost					
2) Standards for reduction		Standard applied to calculate the amount of cost reduction					
3) Quantity of the objects subject to reduction		Specific quantity of the consigned objects that are subject to reduction					
4) Reduction amount		Final amount calculated based on the reduction standard and the quantity of the objects subject to reduction					
5) Method of reduction, such as deduction		Actual method of reduction, such as deduction from advance payment, progress payment, etc.					
6) Other matters		Any other matters that can prove the legitimacy of the Company's reduction					
<p>We confirm the reduction of subcontracting cost as detailed in the above document.</p> <p>Date:</p> <p style="text-align: center;">Business name_____ Representative_____ (signature)</p>							

Request for Technical Data

1. Company and supplier							
Company	Business name	Hyosung TNC		Corporate (business) registration no.			
	Representative name			Contact			
	Address						
	Person in charge	Name		Department		Contact	
Supplier	Business name			Corporate (business) registration no.			
	Representative name			Contact			
	Address						
	Person in charge	Name		Department		Contact	
2. Matters related to the request for technical data (Attach supporting documents if available)							
1) Details of technical data		Specify the technical information required, the name and scope of the data, and other specific details (Attach supporting documents such as a register of patent rights)					
2) Purpose of the request*		State the legitimate reason for the Company's request for technical data					
3) Matters pertaining to confidentiality*		(i) Attach any confidentiality agreement signed between the parties, (ii) Specify which parts of the technical data shall be kept confidential					
4) Ownership of rights		(i) Current owner of the rights to the technical data requested by the Company, (ii) whether a mutual technology transfer agreement has been reached between the parties, (iii) whether the requested technology was jointly developed, (iv) matters mutually agreed upon regarding the ownership of rights following the provision of technical data, etc.					
5) Consideration		Specific details regarding the consideration for the provision of technical data					
6) Delivery date and method		Specify the delivery date and the concrete method of delivery for the technical data					
6) Other matters		Whether a deposit contract for the technical data has been concluded, and any other matters agreed upon between the Company and the supplier at the time of requesting the technical data					
<p>ooo (the Company) and ooo (the supplier) hereby confirm to discuss and determine the above matters mutually upon the Company's request for technical data.</p> <p>Date:</p> <p>Company name_____ Representative_____(signature)</p> <p>Supplier name_____ Representative_____(signature)</p>							