WOORI BANK

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SINGAPORE EXCHANGE NOTICE

**To the holders of
U.S.$450,000,000 Floating Rate Notes due 2025 (ISIN: XS1987800650)
(the "Notes") listed on the Singapore Exchange
issued by Woori Bank
pursuant to its
Global Medium Term Note Programme**

June 23, 2023

NOTICE IS HEREBY GIVEN to the holders of the outstanding Notes issued by Woori Bank (the "**Issuer**") that pursuant to Condition 6(h) (*Effect of Benchmark Transition Event*) of the Notes, the Issuer has determined that:

(i) a Benchmark Transition Event has occurred with respect to the Notes (particulars of which are as specified in the table below); and

(ii) for each Interest Period commencing after June 30, 2023, interest in respect of the Notes will be calculated on the basis of the Benchmark Replacement, which the Issuer has determined to be the sum of: (1) CME 3M Term SOFR, (2) the Benchmark Replacement Adjustment (being 0.26161%) and (3) the relevant original Margin in respect of the Notes, together with certain Benchmark Replacement Conforming Changes (as further outlined in Annex A attached hereto).

ISIN	Issue Date	Next Interest Payment Date	Maturity Date
XS1987800650	May 21, 2019	August 21, 2023	May 21, 2024

Capitalized terms used but not otherwise defined herein (including in Annex A) shall have the meanings given to such terms in respect of the Notes in (i) the terms and conditions of the Notes set out in the offering circular dated May 3, 2019 and (ii) the pricing supplement dated April 23, 2020.

This notice is given by:

Woori Bank

Name: Jun Yeon Choi
Title: General Manager of Treasury Dept.

Annex A

The following Benchmark Replacement Conforming Changes shall apply to the Notes, beginning with the immediately succeeding Interest Period after June 30, 2023:

(A) Paragraphs 9 and 18 of the Pricing Supplement dated May 9, 2019 relating to the Notes shall be deemed to be replaced in their entirety with the following:

9.	Interest Basis:	CME 3M Term SOFR + 0.26161 per cent. per annum (the Benchmark Replacement Adjustment) + 0.77 per cent. per annum (the original Margin), payable quarterly in arrear
18.	Floating Rate Note Provisions:	Applicable
(i)	Specified Period(s)/Specified Interest Payment Dates:	From (and including) August 21, 2023 up to (but excluding) the Interest Payment Date falling on or about November 21, 2023, and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date (each such period, an "Interest Period") up to the Maturity Date, in each case, subject to adjustment in accordance with the Business Day Convention specified below. Interest will be payable quarterly in arrear on or about February 21, May 21, August 21 and November 21 of each year (each an "Interest Payment Date"), commencing on August 21, 2019. For the avoidance of doubt, the Interest Amount to be paid on August 21, 2023 will be based on 3M USD LIBOR + 0.77 per cent. per annum (further particulars as specified under paragraph 18 of the Pricing Supplement dated May 9, 2019).
(ii)	Business Day Convention:	Modified Following Business Day Convention
(iii)	Additional Business Centre(s):	New York City, London, Seoul and Taipei
(iv)	Manner in which the Rate of Interest and Interest Amount is to be determined:	Screen Rate Determination
(v)	Party responsible for calculating the Rate of Interest and Interest Amount:	Deutsche Bank AG, London Branch
(vi)	Screen Rate Determination:	
	- Reference Rate	CME 3M Term SOFR, as published by distributors of Term SOFR at 6:00 a.m. (New York City Time), or any amended publication time for 3M Term SOFR, as specified by the CME Group Benchmark Administration Limited (or a successor administrator designated by the Relevant Governmental Body as the administrator of Term SOFR (or a successor administrator) on the Interest Determination Date (as defined below)

	- Interest Determination Date(s):	Two U.S. Government Securities Business Days preceding the first day of the Interest Period. For this purpose, "U.S. Government Securities Business Day" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.
	- Relevant Screen Page:	CME Homepage specified below https://www.cmegroup.com/market-data/cme-group-benchmark-administration/term-sofr.html
(vii)	ISDA Determination:	Not applicable
(viii)	Margin(s):	+ 0.26161 per cent. (the Benchmark Replacement Adjustment) + 0.77 per cent. per annum (the original Margin)
(ix)	Minimum Rate of Interest:	Not applicable
(x)	Maximum Rate of Interest:	Not applicable
(xi)	Day Count Fraction:	Actual/360
(xii)	Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	As specified below under "Effect of Benchmark Transition Event"

(B) Condition 6(h) of the Notes (from the offering circular dated May 3, 2019) shall be deemed to be replaced in its entirety with the following:

(h) Effect of Benchmark Transition Event

(i) **Benchmark Replacement**

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(ii) **Benchmark Replacement Conforming Changes**

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time. For the avoidance of doubt, any of the Agents shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and the terms and conditions of the Notes as may be required to give effect to the Benchmark Replacement. Noteholders' consent shall not be required in connection with effecting any such changes, including the execution of any documents or any steps to be taken by the Agents (if required). Further, none of the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

(iii) **Decisions and Determinations**

Any determination, decision or election that may be made by the Issuer or its designee, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (1) will be conclusive and binding absent manifest error, (2) will be made in the sole discretion of the Issuer or its designee, as applicable, and (3) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

Notwithstanding any other provision of this Condition 6(h)(iii), none of the Agents shall be obliged to concur with the Issuer or its designee in respect of any changes or amendments as contemplated under this Condition 6(h)(iii) which, in the sole opinion of the relevant Agent would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the relevant Agent in the Agency Agreement (including, for the avoidance of doubt, any supplements thereto) and/or the terms and conditions of the Notes. In addition, if in the relevant Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 6(h)(iii), the relevant Agent shall promptly notify the Issuer thereof and the Issuer shall direct the relevant Agent in writing as to which alternative course of action to adopt. If the relevant Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the relevant Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(iv) **Certain Defined Terms**

"Benchmark" means, initially, the relevant Reference Rate specified in the applicable Pricing Supplement; provided that if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant Reference Rate (including any daily published component used in the calculation thereof) or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement;

"Benchmark Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

(1) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court

or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(1) the sum of:

(I) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and

(II) the Benchmark Replacement Adjustment;

(2) the sum of:

(I) the ISDA Fallback Rate; and

(II) the Benchmark Replacement Adjustment; or

(3) the sum of:

(I) the alternate reference rate that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated Floating Rate Notes at such time; and

(II) the Benchmark Replacement Adjustment;

"Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

(1) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of

the then- current Benchmark (including any daily published component used in the calculation thereof) with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated Floating Rate Notes at such time;

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

(1) in the case of sub-paragraph (1) or (2) of the definition of "Benchmark Event", the later of:

(I) the date of the public statement or publication of information referenced therein; and

(II) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or

(2) in the case of sub-paragraph (3) of the definition of "Benchmark Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"designee" means a designee as selected and separately appointed by the Issuer in writing;

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time, including the 2021 ISDA Interest Rate Derivatives Definitions (as amended or supplemented from time to time);

"ISDA Fallback Adjustment" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"ISDA Fallback Rate" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"Reference Time" with respect to any determination of the Benchmark means (1) if the Benchmark is the Reference Rate, the Interest Determination Date, or (2) if the Benchmark is not the Reference Rate, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.