

## 第五章 本期债券情况

### CHAPTER 5 INFORMATION OF THE BONDS

#### 一、主要发行条款

##### Main Issue Terms

##### （一）债券名称 **Name of the Bonds**

中国银行股份有限公司 2024 年二级资本债券（第二期）

Bank of China Limited 2024 Tier 2 Capital Bonds (Series 2)

##### （二）发行人 **Issuer**

中国银行股份有限公司

Bank of China Limited

##### （三）品种及期限 **Type and Tenor**

本期债券品种一为 10 年期固定利率品种，在第 5 年末附有条件的发行人赎回权。发行人在国家金融监督管理总局认可的前提下有权按面值部分或全部赎回该品种债券。

本期债券品种二为 15 年期固定利率品种，在第 10 年末附有条件的发行人赎回权。发行人在国家金融监督管理总局认可的前提下有权按面值部分或全部赎回该品种债券。

Tranche 1: 10 years Fixed-rate Bonds with conditional redemption right by the Issuer at the end of the fifth year. With the approval of the National Administration of Financial Regulation, the Bonds are redeemable in whole or in part at the option of the Issuer at their outstanding principal amount.

Tranche 2: 15 years Fixed-rate Bonds with conditional redemption right by the Issuer at the end of the tenth year. With the approval of the National Administration of Financial Regulation, the Bonds are redeemable in whole or in part at the option of the Issuer at their outstanding principal amount.

##### （四）发行规模 **Principal Amount**

本期债券基本发行规模为人民币 400 亿元，其中品种一基本发行规模为人民币

300 亿元，品种二基本发行规模为人民币 100 亿元。

The basic issuance size of the Bonds is RMB 40 billion. RMB 30 billion for Tranche 1, and RMB 10 billion for Tranche 2.

#### （五）超额增发权 **Over-Issuance Right**

若本期债券任一品种的实际全场申购倍数(全场申购量 / 基本发行规模) $\alpha \geq 1.4$ ，发行人有权选择行使对应品种超额增发权，即在本期债券基本发行规模之外，增加对应品种的发行规模，品种一和品种二合计增发规模不超过人民币 200 亿元。若品种一或品种二实际全场申购倍数  $\alpha < 1.4$ ，则对应品种按照基本发行规模发行。

If the actual subscription multiple  $\alpha$  (i.e.  $\alpha = \text{Actual subscription size} / \text{Basic issuance size}$ ) of either tranche meets the condition  $\alpha \geq 1.4$ , the issuer has the right to exercise the over-issuance right of the tranche, that is, to increase the issuance by no more than RMB 20 billion in addition to the basic issuance size of the Bonds; if the actual subscription multiple  $\alpha$  meets the condition  $\alpha < 1.4$ , the Bonds will be issued according to the basic issuance size.

#### （六）次级条款 **Status**

本期债券本金的清偿顺序和利息支付顺序均在存款人和一般债权人之后，股权资本、其他一级资本工具和混合资本债券之前；本期债券与发行人已发行的与本期债券偿还顺序相同的其他次级债务处于同一清偿顺序，与未来可能发行的与本期债券偿还顺序相同的其他二级资本工具同顺位受偿。除非发行人进入破产清算程序，投资者不能要求发行人加速偿还本期债券的本金和利息。

The claims of the Bondholders for payment of principal and any interest under the Bonds will be subordinated to the claims of depositors and general creditors of the Issuer and shall rank in priority to the claims of all holders of equity capital, Additional Tier 1 Capital Instruments and hybrid capital Bonds of the Issuer, present or future, and will rank at least pari passu with the claims under any other Subordinated Indebtedness of the Issuer, including any other Tier 2 Capital Instruments expressed to rank pari passu with the Bonds which may be issued in the future by the Issuer. The Bondholders shall have no right to accelerate any payment of principal and interest under the Bonds other than upon the procedure of bankruptcy and liquidation of the Issuer.

#### （七）赎回权 **Redemption Right**

本期债券设定一次发行人选择提前赎回的权利。在行使赎回权后发行人的资本水平仍满足国家金融监督管理总局规定的监管资本要求的情况下，经国家金融监督管理

总局认可，发行人可以选择在本期债券设置提前赎回权的计息年度的最后一日，按面值一次性部分或全部赎回本期债券。

发行人须在得到国家金融监督管理总局认可并满足下述条件的前提下行使赎回权：（1）使用同等或更高质量的资本工具替换被赎回的工具，并且只有在收入能力具备可持续性的条件下才能实施资本工具的替换；或（2）行使赎回权后的资本水平仍明显高于国家金融监督管理总局规定的监管资本要求。

在满足赎回条件的前提下，发行人若选择行使赎回权，将按照有关监管机构要求，履行相关程序，且至少提前 1 个月发出债券赎回公告，通知债券持有人有关赎回执行日、赎回金额、赎回程序、付款方法、付款时间等具体安排。

The Bonds are redeemable in whole or in part at the option of the Issuer. Provided that the Issuer shall obtain the approval of the National Administration of Financial Regulation and that the capital position of the Issuer after redemption of the Bonds still meets the regulatory capital requirements prescribed by the National Administration of Financial Regulation, issuer could choose to redeem the Bonds on the last day of the interest accrual year.

The Issuer shall have obtained the approval of the National Administration of Financial Regulation and satisfied the following conditions: (1) the capital of the Issuer will be replenished by substitution of the Bonds with capital instruments of the same or superior quality to the Bonds and such substitution shall only be made at a time at which the Issuer has a sustainable income generating capability; or (2) the capital position of the Issuer immediately after redemption of the Bonds will remain significantly higher than the regulatory capital requirements prescribed by the National Administration of Financial Regulation.

Under the premise of meeting redemption conditions, if the Issuer chooses to exercise the right of redemption, the Issuer will comply with relevant procedures in accordance with the requirements of relevant regulators and a Redemption Notice shall be given to the Bondholders not less than 30 days prior to such date of redemption, including the redemption date, amount of redemption, redemption procedures, payment methods, payment time and other specific arrangements.

#### （八）募集资金用途 Use of Proceeds

本期债券募集资金将依据适用法律和监管部门的批准用于充实发行人二级资本，

提高资本充足率，以增强发行人的营运实力，提高抗风险能力，支持业务持续稳健发展。

The net proceeds from the issue of the Bonds will be used to boost the Tier 2 capital of the Bank in accordance with the applicable laws and for the purposes approved by the regulatory authorities, to increase the Capital Adequacy Ratio, enhance operational strength, improve risk resistance capacity and ensure a sustainable and stable business development.

#### （九）票面利率 **Interest Rate**

本期债券单利按年计息，不计复利，逾期不另计利息。

本期债券不含有利率跳升机制及其他赎回激励。派息不与发行人自身的评级挂钩，也不随未来评级变化而调整。本期债券的派息将遵守监管当局现时有效的监管规定。

The interest rate of the Bonds is calculated on a single interest basis annually, without compound interest and overdue extra interest.

The applicable interest rate of the Bonds shall not be subject to any step up nor contain any incentive to redeem. All payment of interest is not linked to any credit rating of the Issuer and shall not be adjusted according to changes in the credit rating of the Issuer in the future. Any payment of interest on the Bonds will be subject to the applicable regulatory requirements of the relevant regulatory authorities in effect at the time of such payment.

#### （十）减记条款 **Write-down Clauses**

当无法生存触发事件发生时，发行人有权在无需获得债券持有人同意的情况下，在其他一级资本工具全部减记或转股后，将本期债券的本金进行部分或全部减记。本期债券按照存续票面金额在设有同一触发事件的所有二级资本工具存续票面总金额中所占的比例进行减记。无法生存触发事件指以下两者中的较早发生者：（1）国家金融监督管理总局认定若不进行减记，发行人将无法生存；（2）相关部门认定若不进行公共部门注资或提供同等效力的支持，发行人将无法生存。减记部分不可恢复，减记部分尚未支付的累积应付利息亦将不再支付。

触发事件发生日指国家金融监督管理总局或相关部门认为触发事件已发生，并且向发行人发出通知，同时发布公告的日期。

触发事件发生日后两个工作日内，发行人将就触发事件的具体情况、本期债券将被减记的金额、减记金额的计算方式、减记的执行日以及减记执行程序予以公告，并通知本期债券持有人。

Upon the occurrence of a Non-Viability Trigger Event, the Issuer has the right, without the need for the consent of the holders of the Bonds, after the write-down or conversion of all additional Tier 1 capital instruments, to write down the principal amount in whole or in part of the Bonds. The amount of the write-down shall be determined by the ratio of the outstanding principal amount of the Bonds to the aggregate principal amount of all tier 2 capital instruments with the identical Trigger Event. “Non-Viability Event” means the occurrence of the earlier of either: (i) the National Administration of Financial Regulation having decided that the Issuer would become non-viable without a write-down; (ii) any relevant authority having decided that a public sector injection of capital or equivalent support is necessary, without which the Issuer would become non-viable. The amount of the write-down shall not be restored and the accrued cumulative interest of the written down amount shall be cancelled.

The Trigger Event Occurrence Date refers to the date on or by which a Non-Viability Event occurs and the applicable authority has informed the issuer and made a public announcement of such Non-Viability Event.

Within two business days since the Trigger Event Occurrence Date, the Issuer shall make a public announcement and give notice to the holders of the Bonds on the amount, the calculation method thereof, together with the implementation date and procedures, of such write-down.

#### **（十一）发行范围及对象 Investors of the Offering**

本期债券面向全国银行间债券市场机构投资者发行（国家法律、法规禁止购买者除外）。

发行人承诺，发行人及受其控制或有重要影响的关联方不购买本期债券，且发行人不会直接或间接为购买本期债券提供融资。

The target investors of the Bonds are the institutions of the PRC Interbank Bond Market (except for the investors banned by laws and regulations).

Neither the Issuer nor a related party over which the Issuer exercise control or significant

influence can purchase the Bonds, nor can the Issuer directly or indirectly fund the purchase of the Bonds.

#### （十二）提前兑付 **Right of Acceleration**

发行人不得在债券到期日前提前兑付，债券持有人也不得要求发行人在债券到期日前提前兑付。

The Issuer is not allowed to pay in advance prior to maturity. The Bondholders shall not have any right to declare any payment of principal or interest under the Bonds immediately due and payable prior to maturity.

#### （十三）递延支付 **Deferred Payment**

本期债券本金和利息的支付不含递延条款。在满足监管机构关于二级资本债券偿付本息前提条件的情况下，本期债券的本金和利息不可递延支付或取消支付。

The payment of the principal and interest of the Bonds does not include deferred payment terms. When the requirements of regulatory institutions for the repayment of principal and interest of Tier 2 Capital Bonds applies, the principal and interest of the Bonds cannot be deferred or cancelled.

#### （十四）回售 **Put Option**

投资者不得提前回售本期债券。

Put Option is not applicable.

#### （十五）风险提示 **Risk Warning**

与本期债券相关的次级性风险、减记损失风险、利率风险、交易流动性风险和再投资风险等均在募集说明书和发行公告中作了充分揭示。

本期债券的发行方案及减记条款经发行人年度股东大会审议批准。本期债券发行的募集资金将全部用于补充发行人二级资本。本期债券的发行条款符合《商业银行资本管理办法》关于二级资本工具的合格标准，且在存续期间将遵循监管部门相关监管政策调整的各项要求。

The subordination risk, write-down risk, interest rate risk, liquidity risk and reinvestment risk in relation to the Bonds are fully disclosed in the Offering Circular and the Issuance Announcement.

The issuance plan and write-down terms have been approved by the Annual General Meeting. The net proceeds from the issue of the Bonds will be used to boost the Tier 2 capital of the

Issuer. The clauses of the Bonds conform to the eligibility criteria of the *Capital Rules for Commercial Banks*. The Bonds will comply with the requirements of relevant regulatory policy adjustments by the regulatory authorities during the period of its existence.

**（十六）债券面值 Denomination**

本期债券的面值为人民币 100 元，即每一记账单位对应的债券本金为人民币 100 元。

The denomination of the Bonds is RMB 100 each, namely, the principal amount of each unit of the Bonds is RMB 100.

**（十七）发行价格 Issue Price**

本期债券平价发行，发行价格为 100 元/百元面值。

The Bonds are issued at the par price of RMB 100.

**（十八）债券形式 Form**

本期债券采用实名制记账式。

The Bonds adopt the real-name book-entry system.

**（十九）发行方式 Issuing Method**

本期债券由主承销商组织承销团，以簿记建档的方式在全国银行间债券市场公开发行。

The underwriters will form an underwriting syndicate and the Bonds will be publicly issued in the PRC Interbank Bond Market by book running.

**（二十）最小认购金额 Minimum Purchase Amount**

本期债券最小认购金额为人民币 1,000 万元，且必须是人民币 500 万元的整数倍。

The minimum purchase amount for the Bonds is RMB 10 million and must be an integral multiple of RMB 5 million in excess thereof.

**（二十一）发行首日 First Date of the Issuing Period**

2024 年 4 月 2 日

April 2, 2024.

**（二十二）簿记建档日 Date of Booking Running**

2024 年 4 月 2 日

April 2, 2024.

**（二十三）发行期限 Issuing Period**

2024 年 4 月 2 日至 2024 年 4 月 8 日止，共 4 个工作日

The Issuing Period of the Bonds is from April 2, 2024 to April 8, 2024, with a total of 4 business days.

**(二十四) 缴款截止日 Payment Settlement Date**

2024 年 4 月 8 日

April 8, 2024.

**(二十五) 起息日 Interest Commencement Date**

2024 年 4 月 8 日

April 8, 2024.

**(二十六) 计息期限 Interest Accrual Period**

如果发行人不行使赎回权，本期债券品种一计息期限自 2024 年 4 月 8 日至 2034 年 4 月 7 日；如果发行人行使赎回权，则本期债券的计息期限自 2024 年 4 月 8 日至 2029 年 4 月 7 日。

如果发行人不行使赎回权，本期债券品种二计息期限自 2024 年 4 月 8 日至 2039 年 4 月 7 日；如果发行人行使赎回权，则本期债券的计息期限自 2024 年 4 月 8 日至 2034 年 4 月 7 日。

If the issuer does not exercise the right of redemption, for the Bonds Tranche 1, Interest accrual period is from April 8, 2024 to April 7, 2034. If redemption right is exercised by the Issuer on the fifth year, then interest accrual period is from April 8, 2024 to April 7, 2029.

If the issuer does not exercise the right of redemption, for the Bonds Tranche 2, Interest accrual period is from April 8, 2024 to April 7, 2039. If redemption right is exercised by the Issuer on the tenth year, then interest accrual period is from April 8, 2024 to April 7, 2034.

**(二十七) 付息日 Interest Payment Date**

本期债券品种一的付息日为存续期内每年的 4 月 8 日。如遇法定节假日或休息日，则顺延至下一工作日，顺延期间不另计利息。

本期债券品种二的付息日为存续期内每年的 4 月 8 日。如遇法定节假日或休息日，则顺延至下一工作日，顺延期间不另计利息。

For the Bonds Tranche 1, the interest payment date of the Bonds shall be April 8 of each year. If any interest payment date falls on a day which is an official holiday or non-working day in the PRC, it shall be postponed to the next following day which is a business day, and any such postponed payment will not bear interest.



For the Bonds Tranche 2, the interest payment date of the Bonds shall be April 8 of each year. If any interest payment date falls on a day which is an official holiday or non-working day in the PRC, it shall be postponed to the next following day which is a business day, and any such postponed payment will not bear interest.

#### （二十八）兑付日 **Redemption Date**

如果发行人不行使赎回权，则本期债券品种一兑付日为 2034 年 4 月 8 日，品种二的兑付日为 2039 年 4 月 8 日；如果发行人行使赎回权，则被赎回的本期债券品种一的兑付日为 2029 年 4 月 8 日，品种二的兑付日为 2034 年 4 月 8 日。

前述日期如遇法定节假日或休息日，则顺延至下一工作日，顺延期间本金不另计利息。

If the issuer does not exercise the right of redemption, the redemption date of the Bonds Tranche 1 shall be April 8, 2034, the redemption date of the Bonds Tranche 2 shall be April 8, 2039. If redemption right is exercised by the Issuer, then the redemption date of the Bonds Tranche 1 shall be April 8, 2029, the redemption date of the Bonds Tranche 2 shall be April 8, 2034.

If any interest payment date falls on a day which is an official holiday or non-working day in the PRC, it shall be postponed to the next following day which is a business day, and any such postponed payment will not bear interest.

#### （二十九）还本付息方式 **Principal Redemption and Interest Payment Method**

本期债券按年付息，到期一次还本，最后一期利息随本金的兑付一起支付。年度付息款项自付息日起不另计利息，本金自兑付日起不另计利息。

The Bonds pay interest on a yearly basis, repay all the principal at the expiry date, and the last-term interest is paid together with the payment of the principal. Annual interest payments are not counting interest from the date of interest payment. There is no interest from the date of payment of the principal.

#### （三十）本息兑付方法 **Principal and Interest Payment Method**

本期债券于付息日支付利息。本期债券到期或赎回时于兑付日一次性偿还本金。具体利息支付办法及本金兑付方法将按照有关规定，由发行人在主管部门指定媒体上发布的有关公告中予以披露。

The Bonds pay interest on the interest payment date. The Bonds will be repaid at the redemption date when the Bonds mature or redeem. Specific interest payment methods and

principal payment methods shall be disclosed by the Issuer in the relevant announcement issued by the competent department designated media in accordance with the relevant provisions.

### （三十一）交易流通 **Trading and Circulation**

本期债券发行结束后，将按照全国银行间市场债券交易的有关规定进行交易流通。After the Issuance, the Bonds will be in exchange in accordance with relevant provisions regarding the bond trading in the PRC Interbank Bond Market.

### （三十二）信用级别 **Credit Rating**

经信用评级机构综合评定，发行人的主体信用评级为 AAA 级，本期债券的信用评级为 AAA 级。

According to the rating result of credit rating agency, the credit rating of the Issuer is AAA, and the credit rating of the Bonds is AAA.

### （三十三）托管人 **Trustee**

本期债券的托管人为银行间市场清算所股份有限公司。  
The trustee of the Bonds is the Shanghai Clearing House.

### （三十四）税务提示 **Taxation**

根据国家有关税收法律、法规的规定，投资者投资本期债券所应缴纳的税款由投资者承担。

According to the relevant laws and regulations about taxation, investors shall bear the taxes payable by investors when investing in the Bonds.

## 二、认购与托管

### Purchase and Custody

（一）本期债券以主承销商组织承销团簿记建档的方式在全国银行间债券市场公开发售；

The Bonds will be publicly issued in the China Domestic Interbank Bond Market by book running through an underwriting syndicate formed by the underwriters;

（二）本期债券最小认购金额为人民币 1,000 万元，且必须是人民币 500 万元的整数倍；

The minimum purchase amount for the Bonds is RMB 10 million and must be an integral

multiple of RMB 5 million in excess thereof;

（三）本期债券形式为实名制记账式，投资者认购的本期债券在其于上海清算所开立的托管账户中托管记载；

The Bonds adopt the real-name accounting system. The Bonds subscribed by the investors are managed by the account opened by the Shanghai Clearing House;

（四）本期债券发行结束后，由牵头主承销商向上海清算所统一办理本期债券的登记托管工作；

After the issuance of the Bonds, Lead Underwriter shall apply for the registration and custody of the Bonds to the Shanghai Clearing House;

（五）投资者办理认购、登记和托管手续时，不需缴纳任何附加费用。在办理登记和托管手续时，须遵循上海清算所的有关规定；

Investors are not required to pay any additional fees when handling subscription, registration and custody procedures. In the registration and custody procedures, the relevant provisions of the Shanghai Clearing House must be followed;

（六）若上述有关债券认购与托管之规定与任何现行或不时修订、颁布的法律、法规、上海清算所有关规定产生任何冲突或抵触，应以该等现行或不时修订、颁布的法律、法规、上海清算所的有关规定为准。

If any conflict or inconsistency arises between the provisions of the above bond subscription and custody and any regulations and the relevant provisions of the Shanghai Clearing House, then the laws, regulations, the Shanghai Clearing House's relevant provisions available currently should be taken as criterion.

### 三、发行人的声明和保证

#### Representations and Warranties of the Issuer

发行人向投资者声明和保证如下：

The Issuer of the Bonds declares and guarantees to investors as follows:

（一）发行人是根据中国法律合法成立并有效存续的商业银行，具有经营发行人企业法人营业执照中规定的业务的资格，并且拥有充分的权力、权利和授权拥有资产和经营其业务；

The Issuer, as a commercial bank established in accordance with the laws of China, has the qualification to operate the business listed in the business license of financial institution, and has sufficient powers, authorizations and legal rights to own its assets and operate its business;

（二）发行人有权从事本募集说明书规定的发行行为，并已采取批准本期债券发行所必需的法人行为和其他行为；

The Issuer has the right to engage in the issuance of Bonds as stipulated in the Offering Circular, and has taken legal person actions and other actions necessary to approve the issuance of Bonds;

（三）本募集说明书已经相关监管机构批准，一经发行人向公众正式披露，即视为发行人就本期债券的发行向公众发出了要约邀请；

After the Offering Circular is approved by the relevant competent authority, and once the Issuer officially disclosed it to the public, it is deemed that the Issuer has issued an offer of invitation to the public for the issuance of the Bonds;

（四）发行人发行本期债券或履行本期债券项下的任何义务或行使其于本期债券项下的任何权利将不会与适用于发行人的任何法律、法规、条例、判决、命令、授权、协议或义务相抵触，或如果存在相抵触的情况，发行人已经取得有关监管机关和/或主管部门的有效豁免，并且这些豁免根据中国法律合法、有效，并可以强制执行；

The issuance of the Bonds or the performance of any obligation under the Bonds or the exercise of any of its rights under the Bonds will not contravene any laws, regulations, ordinances, judgments, orders, authorizations, agreements or obligations applicable to the Issuer. If there are conflicting situations, the Issuer has obtained effective exemptions from the relevant authorities, and these exemptions are legally binding in Chinese law and can be enforced through judicial channels;

（五）本募集说明书所引用的财务报表是按中国适用法律、法规和条例以及企业

会计准则编制的，该财务报表在所有重大方面均完整、真实、公允地反映了发行人在有关会计期间结束时的财务状况以及在该会计期间的业绩；

The financial statements of the Issuer are prepared in accordance with the applicable laws, regulations, and CAS. The financial statements in all major respects fully, truly and fairly reflect the Issuer's financial statement at the end of the accounting period and performance during the accounting period;

（六）发行人承诺本期债券在存续期间将遵循监管部门相关监管政策调整的各项要求；

The Issuer promises to follow the requirements of regulatory policy adjustments during the duration of the Bonds;

（七）发行人已经按照有关机构的要求，按时将所有的报告、决议、申报单或其他要求递交的文件以适当的形式向其递交、登记或备案；

The Issuer has already submitted, registered or filed all reports, resolutions, declaration forms or other documents required to be submitted in a proper form on time in accordance with the requirements of the relevant organization;

（八）发行人向投资者提供的全部资料在一切重大方面是真实和准确的；

All information provided by the Issuer to investors is true and fair in all major aspects;

（九）发行人向投资者声明和保证，就本期债券发行当时存在的事实和情况而言，上述各项声明和保证均是真实和准确的。

The Issuer promises to investors that the all the statements and guarantees above are true at the time of the issuance of the Bonds.

#### 四、投资者认购承诺

##### The Subscription Commitment of Investors

（一）投资者有充分的权力和授权购买本期债券，并已采取购买本期债券所必需的行为；

Investors have sufficient power and authorization to purchase the Bonds and have taken the necessary actions to purchase the Bonds;

（二）投资者购买本期债券或履行与本期债券相关的任何义务或行使其于本期债券项下的任何权利将不会与对其适用的任何法律、法规、条例、判决、命令、授权、协议或义务相抵触；

The purchasing of the Bonds or the performance of any obligations relating to the Bonds or the exercise of any rights under the Bonds shall not contravene any laws, rules, regulations, judgments, orders, authorizations, agreements or obligations applicable to investors;

（三）本期债券本金的清偿顺序和利息支付顺序均在存款人和一般债权人之后，股权资本、其他一级资本工具和混合资本债券之前；本期债券与发行人已发行的与本期债券偿还顺序相同的其他次级债务处于同一清偿顺序，与未来可能发行的与本期债券偿还顺序相同的其他二级资本工具同顺位受偿。除非发行人进入破产清算程序，投资者不能要求发行人加速偿还本期债券的本金和利息；

The claims of the Bondholders for payment of principal and any interest under the Bonds will, in the event of the Winding-Up of the Issuer, be subordinated to the claims of depositors and general creditors of the Issuer and shall rank in priority to the claims of all holders of equity capital, Additional Tier 1 Capital Instruments and hybrid capital Bonds of the Issuer, present or future, and will rank at least pari passu with the claims under any other Subordinated Indebtedness of the Issuer, present or future (including any other Tier 2 Capital Instruments expressed to rank pari passu with the Bonds which may be issued in the future by the Issuer). The Bondholders shall have no right to accelerate any payment of principal and interest under the Bonds other than upon the procedure of bankruptcy and liquidation of the Issuer;

（四）投资者在评价和购买本期债券时已经充分了解并认真考虑了本期债券的各项风险因素，包括但不限于发行公告和募集说明书所描述的风险因素；

Investors have fully understood and carefully considered the various risk factors when investors evaluate and purchase the Bonds, including, but not limited to, the risk factors described in the Issuance Announcement and the Offering Circular;

（五）投资者已充分了解并接受发行公告和募集说明书对本期债券项下权利义务的所有规定并受其约束；

Investors have fully understood and accepted all the provisions of the Issuance Announcement and the Offering Circular on the rights and obligations of the Bonds, and are bound by all the provisions;

（六）本期债券发行完成后，发行人根据日后业务经营的需要并经相关监管机构批准后，可能继续增发新的与本期债券偿还顺序相同的资本工具，或偿还顺序优先于本期债券的其他债务，而无需征得本期债券投资者的同意。

After the issuance of the Bonds, the Issuer could continue to issue new capital instruments with the same order or prior order of repayment in accordance with the needs of future business operations and with the approval of relevant regulatory institutions, without obtaining the consent of investors of the Bonds.

## 五、本期债券信息披露事宜

### Information Disclosure of the Bonds

本期债券存续期间，发行人将严格按照相关法律法规及监管机关和主管部门的要求，真实、准确、充分、及时地对与本期债券有关的信息予以披露，主要包括定期报告、重大事件披露、跟踪信用评级报告、二级资本工具触发事件发生后的信息披露和付息兑付公告披露等。

The Issuer will, in accordance with the requirements of the supervisory authorities, truthfully, accurately, fully and timely disclose the information relating to the Bonds, which mainly includes annual reports, major event disclosure and follow-up credit rating report etc.

（一）定期报告：在债券存续期内，在每一会计年度结束后 4 个月以内，发行人将披露包括发行人上一年度的经营情况说明、经注册会计师审计的财务报告以及涉及的重大诉讼事项等内容的年度报告；同时，发行人将根据监管规定按季度在定期报告中披露相关重要信息。

Periodic reports: During the Bonds' duration, the bank will disclose annual reports to investors before April 30 of each year. The annual report shall include the details of the

business operations in the previous year, financial reports audited by certified accountants, and major lawsuits involved; At the same time, the bank will disclose relevant important information in periodic reports on a quarterly basis in accordance with regulatory requirements.

（二）重大事件披露：债券存续期内，发行人将及时向投资者披露可能影响发行人履行债务能力的重大事件。

Disclosure of major events: The bank will disclose to investors in a timely manner the major events that may affect the bank's ability to perform its obligations.

（三）跟踪信用评级报告：每年 7 月 31 日前，发行人将披露债券跟踪信用评级报告。

Follow-up credit rating report: The bank will disclose the Bonds follow-up credit rating report before July 31 of each year.

（四）二级资本工具触发事件发生后的信息披露：如国家金融监督管理总局或相关部门认为触发事件已经发生，并且向发行人发出通知，发行人将在触发事件发生后两个工作日内，就触发事件的具体情况、本期债券将被减记的金额、减记金额的计算方式、减记的执行日以及减记执行程序予以公告。

Information Disclosure after the Occurrence of Non-Viability Event: If National Administration of Financial Regulation or the applicable authority has decided that a Non-Viability Event occurs and informed the Issuer, a notice shall be given by the Issuer to the Bondholders within two business days following the Non-Viability Event Occurrence Date, which shall state the details of the relevant Non-Viability Event, the principal amount and interest of the Bonds to be written down, the method used to calculate the amount to be written down, the effective date of the write-down and the manner in which the write-down will be effected and procedures of the write-down.

（五）付息兑付公告：每次付息日前 2 个工作日应公布付息公告，最后一次付息暨兑付日前 5 个工作日公布兑付公告。

Announcement of the Principal and Interest Payment: The interest payment announcement



should be published 2 business days before every interest payment date, the principal and interest payment announcement should be published 5 business days before the final principal and interest payment date.

本期债券在存续期间的信息披露范围及内容将持续满足现行有效法律法规要求，并将不时依据监管机构相关监管政策的调整而进行相应调整。

The information disclosure of the Bonds will continue to meet the current requirements of effective laws and regulations, and will be adjusted from time to time in accordance with the adjustments of relevant policies promulgated by the regulatory agencies.

## 六、适用法律及争议解决

### Applicable Law and Dispute Resolution

本期债券的存在、有效性、解释、履行及与本期债券有关的任何争议，均适用中华人民共和国法律。对因履行或解释本期债券发行条款而发生的争议、或其他与发行条款有关的任何争议，双方应首先通过协商解决。若无法达成一致意见，各方当事人可将该等争议提交北京仲裁委员会依据其届时有效的仲裁规则通过仲裁方式解决。

The existence, validity, interpretation, performance of the Bonds and any disputes related to the Bonds shall be governed by the laws of the People's Republic of China. For disputes arising from the performance or interpretation of the Bonds issuance terms or any other disputes related to the issuance terms, both parties shall first resolve them through negotiation. If no agreement can be reached, the parties may submit such disputes to the Beijing Arbitration Commission for settlement by arbitration in accordance with the arbitration rules in force at that time.