

## 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 年无固定期限资本债券（第一期）

Bank of China Limited 2024 Undated Additional Tier 1 Capital Bonds (Series 1)

##### （二）发行人 **Issuer**

中国银行股份有限公司

Bank of China Limited

##### （三）发行规模 **Principal Amount**

本期债券的发行规模为人民币 300 亿元。

The issuance size of the Bonds is RMB 30 billion.

##### （四）债券期限 **Maturity Date**

本期债券的存续期与发行人持续经营存续期一致。

The Bonds will continue to be outstanding so long as the Issuer's business continues to operate.

##### （五）发行人有条件赎回权 **Conditional Redemption Rights of the Issuer**

本期债券发行设置发行人有条件赎回条款。发行人自发行之日起 5 年后，有权于每年付息日（含发行之日后第 5 年付息日）全部或部分赎回本期债券。在本期债券发行后，如发生不可预计的监管规则变化导致本期债券不再计入其他一级资本，发行人有权全部而非部分地赎回本期债券。

The Bond Issuance sets conditional Redemption Rights for the Issuer. From the fifth anniversary since the Issuance of the Bonds, the Issuer may redeem whole or part of the Bonds on each Distribution Payment Date (including the fifth Distribution Payment Date since the Issuance). If, after the Issuance, the Bonds no longer qualify as Additional Tier 1

Capital as a result of an unforeseeable change or amendment to relevant provisions of supervisory regulations, the Issuer may redeem the whole but not part of the Bonds.

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；（2）或者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。

The exercise of the Issuer's Redemption Right shall be subject to the recognition of the National Financial Regulatory Administration and the satisfaction of the following preconditions: (i) The Issuer shall use capital instruments of the same or better quality to replace the instruments to be redeemed and such replacement shall only be carried out at conditions which are sustainable for the income capacity; (ii) or the capital position of the Issuer after the Redemption Right is exercised will remain well above the regulatory capital requirements stipulated by the National Financial Regulatory Administration.

#### （六）受偿顺序 **Subordination**

本期债券的受偿顺序在存款人、一般债权人和处于高于本期债券顺位的次级债务之后，发行人股东持有的所有类别股份之前；本期债券与发行人其他偿还顺序相同的其他一级资本工具同顺位受偿。如《中华人民共和国企业破产法》后续修订或相关法律法规对发行人适用的债务受偿顺序另行约定的，以相关法律法规规定为准。

The claims in respect of the Bonds, in the event of a Winding-Up of the Issuer, will be subordinated to the claims of depositors, general creditors, and subordinated indebtedness that ranks senior to the Bonds; will rank in priority to all classes of shares held by the Issuer's shareholders and rank *pari passu* with the claims in respect of any other Additional Tier 1 Capital instruments of the Issuer that rank *pari passu* with the Bonds. If subsequent amendments to the *PRC Enterprise Bankruptcy Law* or relevant regulations are applicable in subordination, such relevant laws and regulations shall prevail.

#### （七）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，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其他一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

事件是指以下两种情形的较早发生者：（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。

Upon the occurrence of a Non-Viability Trigger Event, the Issuer has the right to write down the principal amount of the Bonds in whole or in part, without the need for the consent of the holders 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 additional tier 1 capital instruments with the identical Trigger Event. A Non-Viability Trigger Event refers to the earlier of the following events: (i) the National Financial Regulatory Administration 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 write-down will not be reinstated.

触发事件发生日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。

The Trigger Event Occurrence Date refers to the date on which the National Financial Regulatory Administration or the relevant authority has decided a Trigger Event occurs, and has informed the Issuer together with a public announcement of such Trigger Event.

触发事件发生后两个工作日内，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。

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.

#### （八）票面利率 **Distribution Rate**

本期债券采用分阶段调整的票面利率，自发行缴款截止日起每 5 年为一个票面利率调整期，在一个票面利率调整期内以约定的相同票面利率支付利息。发行时的票面利率通过簿记建档、集中配售的方式确定。

The Distribution Rate of the Bonds will be adjusted at defined intervals, with a Distribution Rate Adjustment Period every 5 years since the Payment Settlement Date. In any Distribution Rate Adjusted Period, the Distribution Payment on the Bonds will be made at a prescribed fixed Distribution Rate. The Distribution Rate at the time of issuance will be determined by book running and centralized allocation.

本期债券票面利率包括基准利率和固定利差两个部分。基准利率为本期债券申购文件公告日或基准利率调整日前 5 个交易日（不含当日）中国债券信息网（或中央国债登记结算有限责任公司认可的其他网站）公布的中债国债到期收益率曲线 5 年期品种到期收益率的算术平均值（四舍五入计算到 0.01%）。固定利差为本期债券发行时确定的票面利率扣除本期债券发行时的基准利率，固定利差一经确定不再调整。

The distribution rate is determined by a benchmark rate plus a fixed spread. The benchmark rate is an arithmetic average of yields to maturity of the applicable 5 years Chinese government Bonds (rounded up to 0.01%) of the yield to maturity curve published on [www.ChinaBond.com.cn](http://www.ChinaBond.com.cn) (or other websites approved by the China Government Bonds Depository Trust and Clearing Corporation), 5 trading days prior to the Announcement Date of the Subscription Agreement or Benchmark Rate Reset Date. The fixed spread is the difference between the distribution rate and the benchmark rate as determined at the time of issuance. The fixed spread will not change once determined.

在基准利率调整日（即发行缴款截止日每满 5 年的当日），将确定未来新的一个票面利率调整期内的票面利率水平，确定方式为根据基准利率调整日的基准利率（即基准利率调整日前 5 个交易日（不含当日）中国债券信息网（或中央国债登记结算有限责任公司认可的其他网站）公布的中债国债到期收益率曲线 5 年期品种到期收益率的算术平均值（四舍五入计算到 0.01%））加发行定价时所确定的固定利差得出。如果基准利率在调整日不可得，届时将根据监管部门要求由发行人和投资者确定此后的基准利率或其确定原则。

The Distribution Rate will be reset on each Benchmark Rate Reset Date (i.e., the day of every five years since the Payment Settlement Date). The Reset Distribution Rate will be determined by the benchmark rate on Benchmark Rate Reset Date (The benchmark rate on each Benchmark Rate Reset Date is the arithmetic average (rounded up to 0.01%) of the yields to maturity of 5 trading days prior to each Benchmark Rate Reset Date, as indicated

by the yield to maturity curve of applicable 5-year China Treasury Notes published on [www.ChinaBond.com.cn](http://www.ChinaBond.com.cn) (or other websites approved by the China Central Depository & Clearing Co., Ltd.) plus the fixed spread at the time of issuance. If the benchmark rate is not available, the Issuer and the investors will together determine a new benchmark interest rate or the principle of determination thereof in accordance with the requirements of the regulatory authorities.

#### （九）利息发放条件 **Distribution Payment**

发行人有权取消全部或部分本期债券派息，且不构成违约事件，发行人在行使该项权利时将充分考虑债券持有人的利益。发行人可以自由支配取消的本期利息用于偿付其他到期债务。取消全部或部分本期债券派息除构成对普通股的股息分配限制以外，不构成对发行人的其他限制。若取消全部或部分本期债券派息，需由股东大会审议批准，并及时通知投资者。

The Issuer shall have the right to cancel, in whole or in part, Distributions on the Bonds and any such Cancellation shall not constitute an Event of Default. When exercising such right, the Issuer will take into full consideration the interest of the holders of the Bonds. The Issuer may, at its sole discretion, use the proceeds from the cancelled Distributions to meet other obligations as they fall due. Cancellation of any Distributions on the Bonds, no matter in whole or in part, will not impose any other restriction on the Issuer, except in relation to dividend distributions to ordinary shares. Any Cancellation of any Distributions on the Bonds, no matter in whole or in part, will require the deliberation and approval of the general shareholders' meeting. And the Issuer shall give notice to the investors on such Cancellation in a timely manner.

如发行人全部或部分取消本期债券的派息，自股东大会决议通过次日起，直至决定重新开始向本期债券持有人全额派息前，发行人将不会向普通股股东进行收益分配。对普通股股东停止收益分配，不会构成发行人取消派息自主权的限制，也不会对发行人补充资本造成影响。

In the case of cancelling any Distributions on the Bonds, no matter in whole or in part, the Issuer shall not make any distribution to the ordinary shareholders from the next day following the resolution being approved by the general shareholders' meeting, until its decision to resume the Distribution Payments in whole to the holders of the Bonds. The

Dividend Stopper on ordinary shares will not compromise the Issuer's discretion to cancel Distributions, and will not impede the Issuer from replenishing its capital.

本期债券派息必须来自于可分配项目，且派息不与发行人自身评级挂钩，也不随着发行人未来评级变化而调整。

Distributions on the Bonds may only be paid out of distributable items, and will not be affected by the rating of the Issuer, nor will be reset based on any change to such rating.

本期债券采取非累积利息支付方式，未向债券持有人足额派息的差额部分，不累积到下一计息年度。

The Distributions on the Bonds are non-cumulative, namely, upon Cancellation, any amount of Distribution unpaid to the holders of the Bonds in the applicable period will not accumulate or compound to the subsequent Distribution Period thereafter.

本期债券不含有利率跳升机制及其他赎回激励。

The Bonds don't have any step-up mechanism or any other incentive to redeem.

#### （十）回售 Put Option

投资者不得回售本期债券。

Put option is not applicable.

#### （十一）债券面值 Denomination

本期债券的单位票面金额为人民币 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.

#### （十二）发行价格 Issue Price

按债券面值平价发行。

The Bonds will be issued at par.

#### （十三）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.

#### （十四）债券形式 Form of the Bonds

本期债券采用实名制记账式。

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

#### （十五）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）。

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

发行人承诺，发行人及受其控制或重大利益关联方不得购买本期债券，且发行人承诺不会直接或间接为其购买本期债券提供融资。

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.

#### （十六）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发行。

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

#### （十七）发行首日 **First Date of the Issuing Period**

2024 年 7 月 26 日

July 26, 2024

#### （十八）簿记建档日 **Date of Booking Running**

2024 年 7 月 26 日

July 26, 2024

#### （十九）发行期限 **Issuing Period**

2024 年 7 月 26 日至 2024 年 7 月 30 日，共 3 个工作日。

The Issuing Period of the Bonds is from July 26, 2024 to July 30, 2024, with a total of 3 business days.

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

2024 年 7 月 30 日

July 30, 2024

**（二十一）起息日 Distribution Commencement Date**

2024 年 7 月 30 日

July 30, 2024

**（二十二）首个票面利率重置日 First Distribution Rate Reset Date**

2029 年 7 月 30 日

July 30, 2029

**（二十三）票面利率重置日 Distribution Rate Reset Date**

首个票面利率重置日起每满 5 年之各日。

The First Distribution Rate Reset Date and each fifth anniversary thereafter.

**（二十四）付息日 Distribution Payment Date**

本期债券的付息日为存续期内每年的 7 月 30 日，如遇法定节假日或休息日，则资金支付顺延至下一个工作日，顺延期间应付利息不另计息。

The Distribution Payment Date of the Bonds shall be July 30 of each year throughout the entire course of existence thereof. If any distribution payment date falls on a day which is an official holiday or non-working day in the PRC, it shall be postponed to the subsequent business day. Such postponed Distributions shall not bear interest.

**（二十五）付息方式 Distribution Method**

本期债券采用每年付息一次的付息方式，计息本金为届时已发行且存续的本期债券票面总金额，计息起始日为本期债券发行缴款截止日。

The Distributions of the Bonds will be payable annually, based on the aggregate principal amount of the Bonds then issued and outstanding. The Distribution Commencement Date shall be consistent with the Payment Settlement Date of the Bonds.

**（二十六）交易流通 Trading and Circulation**

本期债券发行结束后，将按照全国银行间债券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.

**（二十七）评级安排 Credit Rating**

根据东方金诚国际信用评估有限公司综合评定，发行人的主体信用评级为 AAA，本期债券的信用评级为 AAA。

According to the rating result of Golden Credit Rating International Co.,Ltd., the Issuer has



been rated AAA, and the Bonds to be issued have been rated AAA.

#### （二十八）托管人 **Trustee**

银行间市场清算所股份有限公司。

The trustee of the Bonds is the Shanghai Clearing House.

#### （二十九）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 relevant laws and regulations, investors shall be liable to all taxes payable in respect of the investment in the Bonds.

#### （三十）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主管部门的批准用于补充发行人其他一级资本。

The net proceeds from the issuance of the Bonds are to be used to replenish the Additional Tier 1 capital of the Issuer, in accordance with applicable laws and subject to the approval of the competent authorities.

#### （三十一）监管要求更新 **Variation**

本期债券存续期内，在有关主管部门出台新的资本监管要求时或对现有资本监管要求进行重大修改时，为继续符合其他一级资本工具合格标准的监管要求，发行人有权在法律法规允许范围内，按照监管要求修改本期债券发行方案及相关文件。

When any competent authority issues new capital regulatory requirements or make significant changes to existing capital regulatory requirements, the Issuer has the right, in accordance with regulatory requirements and within the scope permitted by laws and regulations, to vary the Terms and Conditions of the Issuance and relevant documents of the Bonds, throughout the entire course of existence thereof.

#### （三十二）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、交易流动性风险等均在募集说明书和发行公告中作了充分揭示。

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

发行人年度股东大会已审议批准本期债券发行，且已进行相关授权安排。本期债券发行的募集资金将全部用于补充发行人其他一级资本。本期债券的发行条款符合相

关法律法规关于其他一级资本工具的合格标准，且在存续期间将遵循有关主管部门相关监管政策调整的各项要求。

The issuance plan and relevant authorization have been approved by the Annual Shareholders Meeting of the Issuer. The net proceeds from the issuance of the Bonds will be used to replenish the Additional Tier 1 Capital of the Issuer. The Terms and Conditions of the Bonds conform to relevant laws and regulations regarding the qualification criteria of Additional Tier 1 Capital and, throughout the entire course of existence thereof, will continually comply with the requirements of relevant adjustments to regulatory policies by the competent authorities.

## 二、认购与托管

### Purchase and Custody

投资者在认购本期债券时，须注意以下认购和托管事项：

Investors should pay attention to the following subscription and custody matters when subscribing to the bonds of this period:

（一）本期债券采用簿记建档、集中配售的方式在全国银行间债券市场发行。投资者参与本期债券簿记配售的具体办法和要求将在主承销商发布的本期债券申购和配售办法说明中规定；

The bonds of this period are issued on the national inter-bank bond market by means of bookkeeping and filed and centralized placement. The specific methods and requirements for investors to participate in the bond placement of this period will be stipulated in the description of the bond purchase and placement methods issued by the lead underwriters;

（二）全国银行间债券市场成员凭符合本期债券申购和配售办法说明中规定的要约认购本期债券。如法律、法规对本条所述另有规定，按照相关规定执行；

Members of the national inter-bank bond market subscribe for bonds of the current period based on an offer that complies with the provisions of the bond purchase and placement regulations of the current period. If laws and regulations have other provisions on this article,

they shall be implemented in accordance with relevant regulations;

（三）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;

（四）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 book-entry method. The Bonds subscribed by the investors are recorded in their accounts in Shanghai Clearing House;

（五）本期债券发行结束后，由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;

（六）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;

（七）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 Shanghai Clearing House, then the laws, regulations, Shanghai Clearing House relevant provisions available currently should be taken as criterion.

### 三、发行人的声明或保证

#### 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 bond or the performance of any obligation under the bond 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 and

precise at the time of the issuance of the Bonds.

## 四、投资者的认购承诺

### 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）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;

（四）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;

（五）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金融债券，而无需征得本期债券投资者的同意。

After the issuance of the Bonds, Issuer could continue to issue new financial bonds capital instruments with the same payment priority order 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、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、跟踪信用评级报告等。

The Issuer will, in accordance with the requirements of relevant laws and regulations, the supervisory authorities and administration, truthfully, accurately, fully and timely disclose the information relating to the Bonds, which mainly includes periodic 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 bond 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 bond follow-up credit rating report before July 31 of each year.

发行人将根据《全国银行间债券市场金融债券发行管理办法》《全国银行间债券市场金融债券发行管理操作规程》《全国银行间债券市场金融债券信息披露操作细则》等规定对其他信息进行披露。

The issuer will follow the *Financial Bonds Approach in China Domestic Interbank Bond Market*, the *National Interbank Bond Market Financial Bond Issuance Management Operating Procedures*, *The Operational Rules for the Information Disclosure of Financial Bonds in the National Interbank Bond Market* and other regulations disclose other information.

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 this bond and any disputes related to this bond shall be governed by the laws of the People's Republic of China. For disputes arising from the performance or interpretation of the bond 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.