

## 第五章 本期债券情况

### INFORMATION OF THE BONDS

#### 一、 主要发行条款 **Key Terms of the Offering**

本条款和条件以中文书写，英文版本仅为翻译，以中文版本为准。

*These terms and conditions are written in Chinese. The English version is translation only and the Chinese version shall prevail.*

##### 1. 债券名称 **Name of the Bonds:**

创兴银行有限公司 2023 年第一期人民币二级资本债券（债券通）。

Chong Hing Bank Limited 2023 RMB Tier 2 Capital Bonds (Series 1) (Bond Connect).

##### 2. 发行人 **Issuer:**

创兴银行有限公司。

Chong Hing Bank Limited.

##### 3. 发行规模 **Size of the Issue:**

本期债券的计划发行规模为人民币 15 亿元。

The Bonds to be issued will be RMB1.5 billion.

##### 4. 债券期限 **Tenor of the Bonds:**

10 年期固定利率债券（第 5 年末附有条件的发行人一次性选择赎回权）。

10 years fixed rate bonds (subject to certain conditions, the Issuer is entitled to a one-time redemption right at the end of the 5<sup>th</sup> year).

##### 5. 本期债券抵押或担保事项 **Security or Guarantee for the Bonds:**

本期债券不设抵押或担保，亦没有通过其他安排在法律上或经济上提升有关申索的偿还优先次序。

The Bonds are not secured or guaranteed, and are not subject to other arrangement that legally or economically enhances the seniority of the claim.

##### 6. 本期债券形式 **Form of the Bonds:**

采用实名记账式债券，由托管机构统一托管。

The Bonds will be issued in registered and book-entry form, and will be placed under custody at the Custody Institution.

## **7. 发行人赎回和购入权 Redemption and Purchase:**

### **(1) 发行人选择赎回 Redemption at the Issuer's option**

本期债券设定一次发行人选择提前赎回的权利。在满足本期债券条款第 7（5）条的债券赎回条件的前提下，发行人可以选择在本期债券起息日的第 5 年末（即 2028 年 9 月 28 日），按照票面金额加应计利息一次性部分或全部赎回本期债券。

在满足本债券条款的债券赎回的条件的前提下，发行人如行使发行人选择赎回权，将至少提前 30 日发出债券赎回公告，通知本期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 Issuer is entitled to a one-time redemption right of the Bonds at the Issuer's option. Subject to the conditions of redemption of the Bonds as set out in Condition 7(5) of the Bonds, the Issuer may redeem the Bonds in part or in whole at their principal amounts together with accrued interest, at the end of the 5<sup>th</sup> year of the Interest Commencement Date (i.e. September 28, 2028).

Subject to the satisfaction of the conditions of redemption of the Bonds, if the Issuer exercises the Issuer's option to redeem the Bonds, the Issuer will publish a redemption announcement at least 30 days in advance, notifying the Bondholders of the execution date, amount, procedures, payment methods, payment time and other specific arrangements of the redemption.

### **(2) 因税务原因导致的赎回 Redemption for tax reasons**

如果在发行首日后因中华人民共和国香港特别行政区（“香港”）、其有权征税的任何政治分区或任何有权部门或机构的法律、法规或规定发生变化，或者对该等任何法律、法规或规定的解释或适用发生任何变化，导致发行人有义务为其在本期债券项下应付给债券持有人的任何本金、利息或其他费用（如有）额外支付或预提任何税费，在满足本期债券条款第 7（5）条的债券赎回条件的前提下，发行人有权选择至少提前 30 日向债券持有人发出通知，在其通知的日期赎回全

部（但不得部分赎回）债券余额，赎回价格为截至赎回日本期债券尚未偿还的本金及届时已累积的利息。

If, by reason of any change in laws, regulations or rules of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), any political subdivision or any competent department or agency having power to levy taxes, or in the interpretation or application of such any laws, regulations or rules, after the date of issuance of the Bonds, the Issuer becomes obliged to pay additional amounts or withhold any additional taxes in respect of the payments to the relevant Bondholders of principal of, interest on and other amounts (if any) under the Bonds, subject to the conditions of redemption of the Bonds as set out in Condition 7(5) of the Bonds, the Issuer may, at its option and subject to having given not less than 30 days' prior notice to the Bondholders, to redeem the outstanding amount of the Bonds in whole (but not in part) on the redemption date notified by the Issuer, the redemption price being the outstanding principal amount together with interest accrued to the redemption date.

### **(3) 因监管原因导致的赎回 Redemption for regulatory reasons**

在满足本期债券条款第 7（5）条的债券赎回条件的前提下，若本期债券存续期间因发生监管规定变化事件，导致本期债券不再满足二级资本工具的合格标准，在不违反当时有效监管规定的情况下，发行人有权选择至少提前 30 日通知债券持有人赎回全部（但不得部分赎回）债券余额，赎回价格为截至赎回日本期债券尚未偿还的本金及届时已累积的利息。

Subject to the conditions of redemption of the Bonds as set out in Condition 7(5) of the Bonds, in the event that the Bonds cease to qualify as Tier 2 Capital Instruments due to a Regulatory Change Event as long as any Bond is outstanding, and subject to compliance with the regulatory rules in effect at that time, the Issuer shall have the right, at its option, to redeem the outstanding amount of the Bonds in whole (but not in part) by giving not less than 30 days' prior notice to the Bondholders at a redemption price equal to the outstanding principal amount of the Bonds with the interest accrued to the redemption date.

#### **（4）购入及取消 Purchase and cancellation**

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

The Issuer or any of its Affiliates, which the Issuer exercises control or significant influence shall not purchase the Bonds, and the Issuer shall not provide any financing directly or indirectly for the Bondholders for the purpose of purchasing the Bonds.

#### **（5）债券赎回条件 Conditions for redemption in respect of the Bonds**

发行人须在根据相关法律和监管规定得到香港金融管理专员的事先书面同意并满足下述条件的前提下行使赎回权：（a）发行人以同等或更优质的资本取代被赎回的本期债券，并且是在符合维持发行人收入能力的持续性的条件下达成取代；或者（b）发行人证明其资本水平远高于其适用的最低资本要求，而在行使赎回权后，其资本水平仍会维持远高于该等要求。

The Issuer shall exercise the redemption right with the prior written consent of the Monetary Authority in accordance with the relevant legal and regulatory requirements and subject to the satisfaction of the following conditions: (a) the Issuer will use equivalent or better quality capital to replace the Bonds being redeemed and such replacement is effected on the conditions that are sustainable for the income capacity of the Issuer, or (b) the Issuer demonstrates that its capital position is well above the minimum capital requirements applicable to it, and will remain to be well above those requirements after the redemption is exercised.

### **8. 债券性质及次级条款 Status and Subordination of the Bonds:**

#### **（1）债券性质 Status of the Bonds**

本期债券按用意是合资格成为《资本规则》下的二级资本。

The Bonds are intended to qualify as Tier 2 capital under the Capital Regulations.

#### **（2）次级条款 Subordination**

在发行人发生清算时，本期债券持有人就本期债券的本金和利息支付的受偿顺位（i）后偿于发行人的所有非次级债权人（包括发行人的存款人及一般债权

人)以及根据协议条款或法律规定优先或被表述为优先于本期债券受偿顺位的所有其他非优先的债权人;(ii)与具有同等受偿顺位的债务的持有人平等,及(iii)优先于一级资本工具及具有次级受偿顺位的债务的持有人,上述均包括现在的和将来的支付和索偿。

当发生清算时,本期债券持有人就债券本金或任何利息的受偿,仅在发行人的所有受偿顺位优先于本期债券的债务全部满足后才予以满足。

本次级条款及与之相关的定义适用香港法律,并按照香港法律进行解释,无论本债券条款中是否存在任何与此不一致的其他内容。

In the event of a Winding-Up of the Issuer, the rights and claims of the Bondholders to payment of principal and interest on the Bonds shall rank (i) junior in right of payment to, and of all claims of, all unsubordinated creditors of the Issuer (including its depositors and general creditors) and all other Subordinated Creditors of the Issuer whose claims are expressed to rank senior to the Bonds or rank senior to the Bonds by operation of law or contract; (ii) *pari passu* in right of payment to, and of all claims of, the holders of Parity Obligations; and (iii) senior in right of payment to, and of all claims of, the holders of Tier 1 Capital Instruments and the holders of other Junior Obligations, in each case, present and future.

In the event of a Winding-Up, any claim of the Bondholders to principal or any interest under the Bonds will only be satisfied after all obligations of the Issuer ranking senior to the Bonds have been satisfied in full.

Notwithstanding any other term of the Bonds, this subordination provision and the relevant definitions shall be governed by and construed in accordance with the laws of Hong Kong.

### **(3) 无违约事件 No Event of Default**

除非香港有权机关针对发行人的清算作出命令或通过有效的决议,否则本期债券下不存在由于某些事件的发生而导致的本期债券加速到期的违约事件,并且持有人不得要求发行人加速偿还本期债券的本金和利息。

Unless an order is made by the competent agency in Hong Kong or an effective resolution is passed for the Winding-Up of the Issuer, there shall not otherwise be any

event of default that would cause the Bonds to become immediately due and payable, and the Bondholders should not declare any amount of principal or interest to be immediately due and payable.

#### **9. 减记条款 Write-Off:**

当发生无法生存触发事件并持续时，发行人应当在无需获得本期债券持有人同意的情况下，在发出无法生存触发事件通知之时或之前，并且在所有构成发行人次级受偿顺位的债务的次级资本工具（未免疑义，包括所有的额外一级资本工具）的本金总额根据其相关条款被全额减记之后或同时，不可撤销地将本期债券届时未偿付的本金进行部分或全部减记，减记部分尚未支付的累积应付利息亦将不再支付，减记的金额等于本期债券的无法生存触发事件减记金额。

在发出无法生存触发事件通知的同时，发行人应促使（除非香港金融管理专员另行指示）（A）就其他次级资本工具按照其条款发出类似通知以及进行相应减记；并且（B）就相关其他构成同等受偿顺位的债务的次级资本工具的本金总额与本期债券按比例进行减记。

根据本债券条款做出的任何减记不构成发行人在本期债券条款第 8（3）条的违约事件。

任何本期债券均可能进行一次或多次部分减记（视情况而定），直至被全部减记。根据本债券条款对本期债券进行减记后，本债券条款中所提及的债券本金应为进行减记后本期债券的未偿还本金。

一旦本期债券的未偿还本金及任何应计但未付的利息已被减记，则相关被减记金额在任何情况下（包括相关无法生存触发事件不再持续的情况下）不可恢复。本期债券持有人无权行使、申索或要求对已被减记的任何金额的任何权利，且本期债券持有人应因其持有任何本期债券而被视为已放弃对已被减记的金额的所有权利。

在无法生存触发事件发生后，本期债券持有人应被视为已经授权、认可且同意发行人采取任何及所有必要行动以使任何减记生效。

If a Non-Viability Event occurs and is continuing, the Issuer shall, upon or prior to the provision of a Non-Viability Event Notice and following or concurrently with

the Write-off of the aggregate principal amount of all Subordinated Capital Instruments which constitute Junior Obligations of the Issuer (which for the avoidance of doubt includes all Additional Tier 1 Capital Instruments) in accordance with the terms thereof, irrevocably (without the need for the consent of the Bondholders) reduce the then outstanding principal amount of, and cancel any accrued but unpaid interest in respect of, each Bond (in each case in whole or in part) by an amount equal to the Non-Viability Event Write-off Amount per Bond.

Concurrently with the giving of the Non-Viability Event Notice, the Issuer shall procure (unless otherwise directed by the Monetary Authority) that (A) a similar notice be given in respect of other Subordinated Capital Instruments in accordance with their terms and (B) a Write-off, in respect of the aggregate principal amount of such other Subordinated Capital Instruments which constitute Parity Obligations occurs on a *pro rata* basis with the Bonds.

Any Write-off pursuant to this provision will not constitute an Event of Default under Condition 8(3) of the Bonds.

Any Bond may be subject to one or more Write-offs in part (as the case may be), except where such Bond has been Written-off in its entirety. Any references in these Conditions to principal in respect of the Bonds shall thereafter refer to the outstanding principal amount of the Bonds reduced by any applicable Write-off(s).

Once the outstanding principal amount of, and any accrued but unpaid interest under, the Bonds has been Written-off, the relevant amount(s) Written-off will not be restored in any circumstances including where the relevant Non-Viability Event ceases to continue. No Bondholder may exercise, claim or plead any right to any amount that has been Written-off, and each Bondholder shall, by virtue of his holding of any Bonds, be deemed to have waived all such rights to such amount that has been Written-off.

Each Bondholder shall be deemed to have authorised, ratified and consented to the Issuer to take any and all necessary action to give effect to any Write-off following the occurrence of the Non-Viability Event.

## 10. 香港处置机制当局权力 **Hong Kong Resolution Authority Power:**

尽管本期债券有其他规定或协议安排，本期债券持有人应当受限于，并视为同意、受约束且确认，本期债券受限于以下行动：相关香港处置机制当局有权在无须事先通知行使香港处置机构权力的情况下，对本期债券作出减记、取消、转换或改动，或改变本期债券的形式，包括（但不限于）导致以下一项或多项情况：

（1）减少或取消本期债券全部或部分的未偿还的本金或利息；

（2）将全部或部分本期债券的未偿还本金或利息转换为发行人或其他方的股票或其他证券或其他义务（以及向持有人发行或给予该等股票、证券或义务），包括通过修订或更改本期债券的条款；及

（3）修订或更改本期债券的到期日、应付利息金额、或利息支付日，包括暂时停止支付，或者其他对于本期债券条款的修订或更改。

就上述（1）、（2）及（3）中，所提及的本金及利息应当包括到期应付（包括于任何赎回日到期应付的本金）但在任何香港处置机制当局权力行使之前尚未支付的本金及利息。本期债券持有人在本期债券和本债券条款下享有的权利受限于相关香港处置机制当局行使任何香港处置机制当局权力，并将可能且仅可能（如必要）相关香港处置机制当局行使任何香港处置机制当局权力时作出修订或变更。

相关香港处置机制当局行使任何香港处置机制当局权力后，除非适用于发行人或集团的法律法规允许发行人在该等偿还或支付到期时支付，否则本期债券的任何未偿还的本金及利息将无需偿还或支付。

在相关香港处置机制当局就本期债券行使香港处置机制当局权力时，发行人按照本期债券条款第 10 条应在该权力行使后不超过两个香港工作日向本期债券持有人发出有关香港处置机制当局权力行使的书面通知。

因相关香港处置机制当局行使任何香港处置机制当局权力，导致本期债券未偿还的本金或利息的部分或全部减少或取消，转换为发行人或其他方的股票、证券或义务，或其他对本债券条款的修订或修改的，均不构成本期债券条款第 8(3) 条的违约事件。

Notwithstanding any other term of the Bonds or any other agreement or arrangement, each Bondholder shall be subject, and shall be deemed to agree, be bound by and acknowledge that they are each subject, to having the Bonds being



written off, cancelled, converted or modified, or to having the form of the Bonds changed, in the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority without prior notice and which may include (without limitation) and result in any of the following or some combination thereof:

- (1) the reduction or cancellation of all or a part of the outstanding principal amount of, or interest on, the Bonds;
- (2) the conversion of all or a part of the outstanding principal amount of, or interest on, the Bonds into shares or other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the Conditions of the Bonds; and
- (3) the amendment or alteration of the maturity of the Bonds or amendment or alteration of the amount of interest payable on the Bonds, or the date on which the interest becomes payable, including by suspending payment for a temporary period, or any other amendment or alteration of these Conditions.

With respect to (1), (2) and (3) above, references to principal and interest shall include payments of principal and interest that have become due and payable (including principal that has become due and payable at any redemption date), but which have not been paid, prior to the exercise of any Hong Kong Resolution Authority Power. The rights of the Bondholders under the Bonds and these Conditions are subject to, and will be amended and varied, if necessary, solely to give effect to, the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority.

No repayment of the outstanding principal amount of the Bonds or payment of interest on the Bonds shall become due and payable or be paid after the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations applicable to the Issuer and the Group.

Upon the exercise of any Hong Kong Resolution Authority Power by the relevant

Hong Kong Resolution Authority with respect to the Bonds, the Issuer shall provide a written notice regarding such exercise of the Hong Kong Resolution Authority Power to the Bondholders in accordance with this Condition 10 not more than two Hong Kong Business Days after the occurrence of such exercise of the Hong Kong Resolution Authority Power.

The reduction or cancellation, in part or in full, of the outstanding principal amount of, or interest on the Bonds, the conversion thereof into another share, security or other obligation of the Issuer or another person, or any other amendment or alteration of these Conditions as a result of the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority shall not constitute an Event of Default under Condition 8(3).

**11. 票面利率 Interest Rate:**

本期债券采用固定利率方式，将通过簿记建档发行的方式确定，本期债券采用单利按年计息，不计复利，逾期不另计利息；本期债券不含递升息率机制及其他赎回诱因，派息不与发行人自身评级挂钩，不随评级变化而调整；本期债券派息将遵守香港金融管理专员发布的相关监管指引以及相关的香港法律法规。

The interest rate of the Bonds is fixed, and will be determined according to the results of bookbuilding, based on an annual rate, calculated at simple interest, without any compounding, and no additional interest will be accrued if overdue; the Bonds shall not be subject to any step up nor contain any incentive to redeem. All payment of interest shall not be linked to any credit rating of the Issuer and shall not be adjusted according to changes in the credit rating of the Issuer; the payment of interest on the Bonds will be subject to the applicable regulatory guidelines published by the Monetary Authority and related laws and regulations in Hong Kong.

**12. 发行首日/簿记建档日 First Date of the Offering/ Bookbuilding Date:**

2023 年 9 月 26 日。

September 26, 2023.

**13. 发行期限 Offering Period:**

2023 年 9 月 26 日至 2023 年 9 月 28 日，共 3 个工作日。

From September 26, 2023 to September 28, 2023, 3 business days in total.

**14. 缴款日 Payment Date:**

2023 年 9 月 28 日。

September 28, 2023.

**15. 起息日 Interest Commencement Date:**

2023 年 9 月 28 日。

September 28, 2023.

**16. 计息期限 Interest Accrual Period:**

从 2023 年 9 月 28 日至 2033 年 9 月 27 日。

From September 28, 2023 to September 27, 2033.

**17. 利息支付日及付息期间 Interest Payment Date and Period:**

本期债券的利息支付日为存续期限内每年的 9 月 28 日（每一“利息支付日”）。如遇法定节假日或休息日，则顺延至其后的第一个工作日；每次顺延期间付息款项不另计利息。

The Interest Payment Date of the Bonds shall be 28<sup>th</sup> of September of each year as long as any Bond is outstanding. If any Interest Payment Date would otherwise fall on a day which is a public holiday or non-working day it shall be postponed to the next following day which is a business day, and any such postponed payment will not bear interest.

**18. 兑付日 Maturity Date:**

如果发行人不行使本期债券条款第 7（1）条的赎回权，本期债券本金的兑付日为 2033 年 9 月 28 日。如遇法定节假日或休息日，则兑付顺延至下一个工作日，顺延期间本金不另计息。

If the Issuer does not exercise its rights of redemption as set out in the Condition 7(1) of the Bonds, the maturity date of the Bonds is September 28, 2033. If the maturity date would otherwise fall on a day which is a public holiday or non-working day it shall be postponed to the next following day which is a business day, and any such postponed payment will not bear interest.

**19. 债券本息兑付方法 Method of Payment of Principal and Interest:**

本期债券按年付息，于利息支付日支付利息。如果发行人不行使本期债券条

款第 7（1）条的赎回权，本期债券到期时于兑付日一次性偿还本金。年度付息款项自利息支付日起不另计利息，本金自兑付日起不另计利息。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 interest on the Bonds will be paid annually on their relevant Interest Payment Dates. If the Issuer does not exercise its rights of redemption as set out in the Condition 7(1) of the Bonds, the principal of the Bonds will be paid in one lump sum on the maturity date. Annual interest payments shall not bear interest from the Interest Payment Date, and principal payment shall not bear interest from the maturity date. The Issuer shall publish the interest and principal payment methods through announcements published on media designated by the Competent Authority in accordance with relevant rules.

#### **20. 提前或递延兑付 Acceleration or Deferred Payment:**

除本期债券条款第 7 条中规定的发行人赎回和购入权外，发行人不得在债券到期日前提前兑付，本期债券持有人也不得要求发行人在债券到期日前提前兑付。本期债券本金和利息的兑付不含递延支付条款。

Except for the right of redemption and purchase as set out in the Condition 7 of the Bonds, the Issuer shall not pay in advance prior to the maturity date, and the Bondholders shall not have the right to declare any payment under the Bonds immediately due and payable prior to the maturity date. The repayment of the principal and interest of the Bonds does not include deferred payment clauses.

#### **21. 持有人回售 Put Option by the Bondholders:**

投资者不得回售本期债券。

No Bondholder has any right to require the Issuer to redeem the Bonds.

#### **22. 债券面值及认购金额 Denomination and Subscription Amount:**

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。但本期债券认购人认购的本期债券以及本期债券任何交易的面额应当是人民币 200 万元，超过部分为人民币 100 元的整数倍。

The Bonds will have a unit value of RMB100 each, i.e. with each book entry for a Bond being RMB 100. However, the subscription amount and the trading amount of

the Bonds shall be in denominations of RMB2,000,000 and integral multiples of RMB100 in excess thereof.

**23. 发行价格 Issue Price:**

本期债券平价发行。

The Bonds will be issued at par value.

**24. 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）。

境外投资者通过“债券通”参与本期债券认购或购买的，所涉及的登记、托管、清算、结算、资金汇兑汇付等具体安排需遵循人民银行《内地与香港债券市场互联互通合作管理暂行办法》等相关法律法规及其他相关方的规则执行。

The target investors of the Bonds are institutional investors in China Interbank Bond Market (unless otherwise prohibited by national laws and regulations).

Offshore investors participating in the subscription of the Bonds through the “Bond Connect” regime should, in connection with the registration, custody, clearing, settlement of the Bonds and remittance and conversion of funds, comply with applicable laws and regulations, including the Interim Measures for the Connection and Cooperation between the Mainland China and the Hong Kong Bond Market published by the People’s Bank of China, as well as relevant rules by other relevant parties.

**25. 发行方式 Method of the Offering:**

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

The Bonds will be publicly offered through a bookbuilding process. The Lead Underwriter will organise the underwriting syndicate to participate in the bookbuilding process.

**26. 发行场所 Bookbuilding Venue:**

北京市朝阳区亮马桥路 48 号中信证券大厦簿记室。

Bookbuilding room, CITIC Securities Mansion, No.48 Liangmaqiao Road, Chaoyang District, Beijing

## **27. 交易流通 Listing and Trading:**

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。

Following the completion of the offering of the Bonds, the Bonds may be traded in accordance with the relevant rules applicable to the bond trading in China Interbank Bond Market.

## **28. 托管人 Custody Institution:**

本期债券的托管人为银行间市场清算所股份有限公司。

The Custody Institution of the Bonds is Interbank Market Clearing House Co., Ltd.

## **29. 债券承销 Underwriting of the Bonds:**

本期债券由主承销商组织承销团，根据承销协议余额包销。

The Lead Underwriter will organise the underwriting syndicate to underwrite the Bonds, on a standby underwriting basis pursuant to the Underwriting Agreement.

## **30. 债券偿债资金来源 Source of Funds to Repay the Bonds:**

偿还本期债券的本金及利息的资金来源由本期债券的发行人提供。

The funds to be used to repay the principal of and interest on the Bonds will be provided by the Issuer.

## **31. 债券评级 Rating of the Bonds:**

经中诚信国际信用评级有限责任公司综合评定，发行人的主体长期信用等级为 AAA，本期债券的信用等级为 AAA，评级展望为稳定。

According to the rating report issued by China Chengxin International Credit Rating Co., Ltd., the long-term credit rating assigned to the Issuer is AAA, the credit rating assigned to the Bonds is AAA, and the rating outlook is stable.

## **32. 税务提示 Taxation:**

根据有关适用税收法律、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 taxation laws and regulations, investors shall bear the taxes payable by investors when investing in the Bonds.

### **33. 募集资金用途 Use of Proceeds:**

本期债券发行的募集资金在扣除发行费用后，将依据适用法律和主管部门的批准全部用于充实发行人二级资本并且可以汇出境外，本期债券募集资金将用以支持发行人境内外的信贷业务投放、开设境内外分支行、推动发行人数字化转型及其系统化建设、开展两地零售业务等业务领域在内的资金支出，拓展具特色化和差异化的跨境金融服务，切实服务粤港澳大湾区实体经济发展。

The net proceeds from the issue of the Bonds, after deducting issuance expense, will be used to strengthen the Tier 2 capital of the Issuer in accordance with the applicable laws and approval by the Competent Authority and can be remitted offshore, and will be used for the capital expenditures in its business fields including the support of the Issuer's domestic and overseas credit business operation, the opening of domestic and overseas branches, the promotion of the Issuer's digital transformation and its systemic construction and the development of retail business in Mainland China and Hong Kong, so as to expand specialised and differentiated cross-border financial services and effectively serve the development of the real economy in the Guangdong-Hong Kong-Macao Greater Bay Area.

### **34. 法律适用性及争议解决 Governing Law and Dispute Resolution:**

本期债券将适用中华人民共和国法律，并按照中华人民共和国法律进行解释（另有说明的除外）。

凡因本期债券引起的或与之有关的任何争议，均应提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会届时有效的仲裁规则在北京进行仲裁。任一方可以在中国国际经济贸易仲裁委员会仲裁员名册之外选定仲裁员，该等人士经仲裁委员会主任确认后担任仲裁员。仲裁语言应为英文和中文。

The Bonds will be governed by, and construed in accordance with, the PRC law (unless otherwise provided herein).

Any dispute arising out of or in connection with the Bonds shall be submitted to the China International Economic and Trade Arbitration Commission for arbitration in Beijing to be conducted in accordance with the arbitration rules in effect at the time of the submission of the dispute for arbitration. Any party may nominate persons who are not included in the Panel of Arbitrators provided by the China International

Economic and Trade Arbitration Commission as arbitrators, and such persons may act as arbitrators subject to the confirmation by the Chairman of the China International Economic and Trade Arbitration Commission. The arbitration shall be conducted in English and Chinese.

### **35. 抵销豁免 Waiver of Set-Off:**

任何本期债券持有人不得在任何时候就发行人已经或可能享有或取得的、针对该持有人的任何直接或间接的权利、追索或债务（无论其因何产生）行使或提出任何已放弃的抵销权。为免疑义，该等权利、追索或债务包括因任何类型的协议或其他工具所产生的所有权利、追索和债务。

每名持有人应被视为已在适用法律允许的最大限度内放弃有关该等权利、追索和债务的全部实际和潜在的已放弃的抵销权，无论该等权利、追索和债务是否与本期债券相关。

为免疑义，本债券条款并未在条款之外设定任何本期债券持有人所享有的扣除、抵销、净额结算、赔偿、保留、反诉或任何类似权利，且不应被解释为承认任何类似权利。

No holder of any Bonds may at any time exercise or claim any Waived Set-Off Rights against any right, claim, or liability the Issuer has or may have or acquire against such holder, directly or indirectly, howsoever arising. For the avoidance of doubt, such rights, claims, or liabilities includes all the rights, claims and liabilities arising under or in relation to any and all agreements or other instruments of any sort.

Each such holder shall be deemed to have waived all Waived Set-Off Rights to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities, whether or not relating to such Bond.

For the avoidance of doubt, nothing in the Conditions is intended to provide, or shall be construed as acknowledgment of, any right of deduction, set-off, netting, compensation, retention or counterclaim or that any such right is or would be available to any holder of any Bond other than in accordance with these Conditions.

### **36. 修改，放权或替代 Modification, Waiver and Substitution:**

在如下情况下，发行人可以不经任何投资者同意修改本期债券发行条款，及



豁免或授权相关事项：

(1) 对本债券条款的修改、豁免或授权不会损害投资者的权益；或

(2) 对本债券条款的修改只是形式上的、细微的或技术性的修改，或只是纠正明显错误的修改，或是按照强制性的法律规定作出的修改、豁免或授权。

尽管本债券条款有任何其他规定，未经香港金融管理专员事先批准，如相关修改影响导致本期债券不符合二级资本资格，则不得作出该等修改。

The Issuer may, without the consent of the Bondholders, amend the issuance conditions of the Bonds, and waive or delegate any matter:

(1) where the amendment, modification, waiver or delegation does not prejudice the interests of the Bondholders; or

(2) where the amendment or modification of the Bonds is of a formal, minor or technical nature or is made to correct a manifest error or where the amendment or modification, waiver or delegation is made to comply with mandatory provisions of law.

Notwithstanding any other provision of the Conditions, without the prior approval of the Monetary Authority, no such modification shall be made if the effect of the relevant modification would result in the Bonds not qualifying as Tier 2 Capital Instrument.

### **37. 定义 Definitions:**

就本债券条款之目的：

For the purpose of these Conditions:

“监管规定变化事件”指本期债券，在已经符合二级资本的标准后，由于香港的《银行业条例》（第 155 章）、香港的《银行业（资本）规则》（第 155 章，附属法例 L），任何后续立法或根据其制定的任何法规，或香港金融管理专员发布的相关监管指引（包括其后续不时修订或修改的版本）的变动或修订，将不再全部或部分被纳入发行人二级资本（或同等资本）。但该等赎回通知不得早于监管规定变化事件确定导致本期债券不再全部或部分被纳入发行人二级资本（或同等资本）的日期前 90 日之前发出。

A “Regulatory Change Event” occurs if the Bonds, after having qualified as such, will no longer qualify (in whole or in part) as Tier 2 capital (or equivalent) of

the Issuer, as a result of a change or amendment in the Banking Ordinance (Cap.155) of Hong Kong, the Banking (Capital) Rules (Cap. 155L) of Hong Kong, or any successor legislation or regulations made thereunder, or any supervisory guidance issued by the Monetary Authority in relation thereto (including its amendment or revision from time to time). No such notice of redemption shall be given earlier than 90 days prior to the earliest date on which it is determined that a Regulatory Change Event has occurred and resulted in the Bonds not qualifying (in whole or in part) as Tier 2 capital (or equivalent) of the Issuer.

“认可机构”具有不时修订或更新的香港的《银行业条例》（第 155 章）赋予该词的含义。

“**Authorised Institution**” has the meaning given to that term in the Banking Ordinance (Cap. 155) of Hong Kong as amended or superseded from time to time.

“《资本规则》”指不时修订或更新的香港的《银行业（资本）规则》（第 155 章，附属法例 L）或香港金融管理专员不时发布或实施的适用于在香港注册成立的认可机构的有关监管资本的任何其他资本规则。

“**Capital Regulations**” means the Banking (Capital) Rules (Cap. 155L) of Hong Kong as amended or superseded from time to time, or any other capital regulations from time to time applicable to the regulatory capital of Authorised Institutions incorporated in Hong Kong as issued or implemented by the Monetary Authority.

“次级受偿顺位的债务”指发行人所有类别的股本，所有一级资本工具以及任何发行人发行、签署或担保的，根据其协议条款或法律规定后偿或被表述为后偿于本期债券受偿顺位的任何工具或者其他债务（包括但不限于任何优先股）。

“**Junior Obligation**” means all classes of the Issuer’s share capital, all Tier 1 Capital Instruments and any instrument or other obligation (including without limitation any preference shares) issued, entered into or guaranteed by the Issuer that ranks or is expressed to rank junior to the Bonds by operation of law or contract.

“香港金融管理专员”指根据香港的《外汇基金条例》（第 66 章）第 5A 条委任的金融管理专员或其任何继任者。

“**Monetary Authority**” means the Monetary Authority appointed under section 5A of the Exchange Fund Ordinance (Cap. 66) of Hong Kong or any successor

thereto.

“同等受偿顺位的债务”指发行人发行、签署或担保的，适用的《资本规则》项下构成或符合资格的二级资本工具（或者同等）的工具或其他债务，或者发行人发行、签署或担保的，根据其协议条款或法律规定享有或被表述为享有与本期债券同等受偿顺位的任何工具或其他债务（为免歧义，不包含发行人的次级受偿顺位的债务）。

“**Parity Obligation**” means any instrument or other obligation issued, entered into or guaranteed by the Issuer that constitutes or qualifies as a Tier 2 Capital Instrument (or its equivalent) under applicable Capital Regulations or any instrument or other obligation issued, entered into or guaranteed by the Issuer that ranks or is expressed to rank *pari passu* with the Bonds by operation of law or contract, which, for the avoidance of doubt, excludes any Junior Obligations of the Issuer.

“非优先的债权人”指在发行人出现清算时，其债务的受偿顺位后偿于发行人的存款人和其他非次级债权人的债权人，但根据其协议条款或法律规定享有或被表述为享有与本期债券同等受偿顺位或者根据其协议条款或法律规定后偿或被表述为后偿于本期债券清偿顺序的债权人除外。为免疑义，此处所指债务应包括所有实际负债以及或有负债。

“**Subordinated Creditors**” means all creditors the indebtedness of which is subordinated, in the event of the Winding-Up of the Issuer, in right of payment to, and of all claims of, the depositors and other unsubordinated creditors of the Issuer other than those whose claims rank or are expressed to rank by operation of law or contract *pari passu* with, or junior to, the claims of the Bondholders. For this purpose indebtedness shall include all liabilities, whether actual or contingent.

“允许的重组”指具偿债能力的重整、合并、重组、兼并或整合，从而将发行人的全部或绝大部分业务、经营或资产转移至一个继任实体，其将承担发行人于本期债券下的所有义务。

“**Permitted Reorganisation**” means a solvent reconstruction, amalgamation, reorganisation, merger or consolidation whereby all or substantially all the business, undertaking or assets of the Issuer are transferred to a successor entity which assumes all the obligations of the Issuer under the Bonds.

“一级资本工具”指发行人发行或签署的任何根据《资本规则》构成发行人的一级资本的工具。

“**Tier 1 Capital Instrument**” means any instrument or other obligation issued or entered into by the Issuer that constitutes Tier 1 capital of the Issuer pursuant to the Capital Regulations.

“二级资本工具”指发行人发行或签署的任何根据《资本规则》构成发行人的二级资本的工具。

“**Tier 2 Capital Instrument**” means any instrument or other obligation issued or entered into by the Issuer that constitutes Tier 2 capital of the Issuer pursuant to the Capital Regulations.

“清算”指受限于香港的《公司（清盘及杂项条文）条例》（第 32 章）及其他适用法律，除允许的重组外，涉及发行人注册地司法管辖区内的司法机关作出的有关发行人的破产、清算、清盘或者类似程序的最终且有效的指令或决议。

“**Winding-Up**” means subject to the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong and other applicable laws, other than pursuant to a Permitted Reorganisation, a final and effective order or resolution by a judicial authority in the jurisdiction of incorporation of the Issuer for the bankruptcy, winding up, liquidation or similar proceeding in respect of the Issuer.

“香港工作日”指在香港的商业银行及外汇市场开门营业的任何一日（不包括周六、周日及公众假期）。

“**Hong Kong Business Day**” means a day (other than a Saturday, Sunday and public holiday) on which commercial banks and foreign exchange markets are open for general business in Hong Kong.

“损失吸收生效日”指香港金融管理专员指示或批准的将在无法生存触发事件通知中指定的日期。

“**Loss Absorption Effective Date**” means the date that will be specified as such in the applicable Non-Viability Event Notice as directed or approved by the Monetary Authority.

“无法生存触发事件”或“不可持续营运事件”是指下列情况中的较早出

现者：

(1) 香港金融管理专员以书面通知发行人，香港金融管理专员认为需要作出撤帐或转换，否则发行人将不可持续营运；及

(2) 香港金融管理专员以书面通知发行人，具权限作出决定的政府当局、政府人员或其他相关监管机构已决定需要由公营部门注资或提供相等支援，否则发行人将不可持续营运。

**“Non-Viability Event”** means the earlier of:

(1) the Monetary Authority notifying the Issuer in writing that the Monetary Authority is of the opinion that a Write-off or conversion is necessary, without which the Issuer would become non-viable; and

(2) the Monetary Authority notifying the Issuer in writing that a decision has been made by the government body, a government officer or other relevant regulatory body with the authority to make such a decision, that a public sector injection of capital or equivalent support is necessary, without which the Issuer would become non-viable.

“无法生存触发事件通知” 或 “不可持续营运事件通知” 指发行人在无法生存触发事件发生后不超过两个香港工作日向本期债券持有人发出的书面通知，通知应：

(1) 合理详细地说明相关无法生存触发事件的性质；

(2) 载明 (i) 本期债券，以及 (ii) 其他次级资本工具在损失吸收生效日根据其条款的无法生存触发事件减记金额；及

(3) 损失吸收生效日。

**“Non-Viability Event Notice”** means the notice which shall be given by the Issuer not more than two Hong Kong Business Days after the occurrence of a Non-Viability Event, to the Bondholders in writing and which shall state:

(1) in reasonable detail the nature of the relevant Non-Viability Event;

(2) the Non-Viability Event Write-off Amount for (i) the Bonds; (ii) other Subordinated Capital Instruments on the Loss Absorption Effective Date in accordance with its terms; and

(3) the Loss Absorption Effective Date.

“无法生存触发事件减记金额”指香港金融管理专员所认定的，或如香港金融管理专员未作出认定，由发行人与香港金融管理专员协商后确定的，为使香港金融管理专员确信无法生存触发事件将不再持续而所必须减记的本金及/或利息金额。为免疑义，若减记金额不足以使无法生存触发事件不再持续，本期债券的全部本金及利息将会全部减记；且如无法生存触发事件属于“无法生存触发事件”定义第（2）段内的情形，将于任何公营部门注资或提供相等支持之前将本期债券全部减记。

**“Non-Viability Event Write-off Amount”** means the amount of principal and/or interest to be Written-off as the Monetary Authority may direct or, in the absence of such a direction, as the Issuer shall (in consultation with the Monetary Authority) determine to be necessary to satisfy the Monetary Authority that the Non-Viability Event will cease to continue. For the avoidance of doubt, the full amount of the Bonds will be Written-off in full in the event that the amount Written-off is not sufficient for the Non-Viability Event to cease to continue, and in the case of an event falling within paragraph (2) of the definition of Non-Viability Event, the Write-off will be effected in full before any public sector injection of capital or equivalent support.

“次级资本工具”是指任何同等受偿顺位的债务及次级受偿顺位的债务，其设有包含在无法生存触发事件发生时，本金进行减记或转换为普通股的规定。

**“Subordinated Capital Instrument”** means any Junior Obligation or Parity Obligation which contains provisions relating to a write-down or conversion into ordinary shares in respect of its outstanding principal amount on the occurrence of a Non-Viability Event.

“主管部门”指本期债券发行需获得其批准的监管机构，包括但不限于人民银行。

**“Competent Authority”** refers to the regulatory agency which approves the issuance of the Bonds, including but not limited to the People’s Bank of China.

“关联方”指发行人的附属成员（包括附属公司）。

**“Affiliate”** means any of the Issuer’s affiliates (including its Subsidiaries).

本期债券条款第 9 条（减记条款）所提及的减少及取消本期债券，以及无法

生存触发事件时任何其他次级资本工具的减少及取消或转换（如适用），在本债券条款中提及时称为“撇帐”或“减记”，而“被撇帐”、“被减记”应作相应解释。

The reduction and cancellation of the Bonds as set out in Condition 9 (Write-Off) of the Bonds and the reduction and cancellation or conversion of any other Subordinated Capital Instruments so reduced and cancelled or converted (if applicable) upon the occurrence of a Non-Viability Event, where applicable, shall be referred to herein as the **“Write-off”**, and **“Written-off”** shall be construed accordingly).

“集团”指发行人和其附属公司。

**“Group”** means the Issuer and its Subsidiaries.

“香港处置机制当局权力”指《条例》或其他与处置金融机构（包括在香港注册或授权、指定、认可或获准在香港进行受监管的金融活动的持牌银行、存款公司、受限制牌照银行、银行集团公司、保险公司及/或投资公司）相关的、现行有效的、并在香港适用于发行人或集团其他成员的其他任何法律、条例、规则或要求，或与之有关的任何其他法律、条例、规则或要求（根据《条例》或其他不时修订法规）项下存在的任何权力（为免疑义，包括《条例》第4部分和第5部分规定的权力），根据该等权力，持牌银行、存款公司、受限制牌照银行、银行集团公司、保险公司或投资公司或其任何附属成员的义务可被减少、取消、转让、变更和/或转换为义务人或任何其他方的股票、其他证券或义务。

**“Hong Kong Resolution Authority Power”** means any power which may exist from time to time under the Ordinance or any other laws, regulations, rules or requirements relating to the resolution of financial institutions, including licensed banks, deposit-taking companies, restricted licence banks, banking group companies, insurance companies and/or investment firms incorporated in or authorised, designated, recognised or licensed to conduct regulated financial activities in Hong Kong in effect and applicable in Hong Kong to the Issuer or other members of the Group (including, for the avoidance of doubt, powers under Part 4 and Part 5 of the Ordinance) or any other laws, regulations, rules or requirements relating thereto, as the same may be amended from time to time (whether pursuant to the Ordinance or otherwise), and pursuant to which obligations of a licensed bank, deposit-taking

company, restricted licence bank, banking group company, insurance company or investment firm or any of its affiliates can be reduced, cancelled, transferred, modified and/or converted into shares or other securities or obligations of the obligor or any other person.

“《条例》”指具有不时修订或更新的《金融机构（处置机制）条例》（第 628 章）。

“**Ordinance**” means the Financial Institutions (Resolution) Ordinance (Cap. 628) of Hong Kong as amended or superseded from time to time.

“相关香港处置机制当局”指任何有权对发行人不时行使香港处置机制当局权力的机关。

“**relevant Hong Kong Resolution Authority**” means any authority with the ability to exercise a Hong Kong Resolution Authority Power in relation to the Issuer from time to time.

发行人的“附属公司”指在任何时间其财务报表按法律规定或根据公认会计准则需完全并入发行人财务报表的任何实体。

“**Subsidiary**” of the Issuer means any entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer.

“债券通”指中国境内外投资者通过香港与内地债券市场基础设施机构连接，买卖香港与内地债券市场交易流通债券的机制安排。

“**Bond Connect**” means the arrangements under which investors in Mainland China and offshore investors may buy and sell bonds traded in Mainland China market and Hong Kong market through the connected market infrastructures of the two bond markets.

“已放弃的抵销权”是指任何本期债券持有人的、直接或间接关于本期债券的扣除、抵销、净额结算、赔偿、保留或反诉的权利或追索。

“**Waived Set-Off Rights**” means any and all rights of or claims of any holder of any Bond for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Bond.