

本主協議由以下各方於 2022 年 10 月 26 日簽署：

THIS MASTER AGREEMENT is dated 26 October 2022 and made between:

- (1) 中國銀行股份有限公司（一家在中華人民共和國設立的股份有限公司）（「中行」）；以及

BANK OF CHINA LIMITED (a company limited by shares incorporated in the People's Republic of China) ("**BOC**"); and

- (2) 中國銀行（香港）有限公司（「中銀香港」）。

BANK OF CHINA (HONG KONG) LIMITED ("BOCHK**").**

雙方達成協議如下：

IT IS AGREED as follows:

1. 本主協議將規定中行（通過其總行或任何分行行事）（「**貸款人**」）向中銀香港（「**借款人**」）提供特定貸款（分別稱為「**貸款**」）的條款。

This Master Agreement sets out the terms on which BOC (acting through its head office or any of its branches) (the "**Lender**") will make certain loans (each a "**Loan**") available to BOCHK (the "**Borrower**").

2. 根據貸款人與借款人將按照本主協議附件 2 規定的格式簽署的一份貸款協議（分別稱為「**貸款協議**」），貸款人（作為貸款人）將向借款人提供每筆貸款，借款人（作為借款人）將向貸款人籌借該貸款。

The Lender as lender will make available to the Borrower, and the Borrower as borrower will borrow from the Lender, each Loan pursuant to a loan agreement in the form set out in Schedule 2 to this Master Agreement to be entered into between the Lender and the Borrower (each a "**Loan Agreement**").

3. 每筆貸款的條款將由以下各項構成：(a)本主協議附件 1 規定的主條款和條件（「**主條款和條件**」），主條款和條件將通過援引納入每份貸款協議，如同每份貸款協議完全規定主條款和條件一樣；以及(b)貸款協議規定的貸款細節（「**貸款細節**」）。每筆貸款將在貸款細節規定的提款日發放。

The terms of each Loan will be formed by (a) the master terms and conditions set out in Schedule 1 to this Master Agreement (the "**Master Terms and Conditions**"), which shall be fully incorporated by reference into each Loan Agreement as if fully set out therein and (b) the loan particulars ("**Loan Particulars**") set out in the Loan Agreement. Each Loan will be made on the drawdown date specified in the Loan Particulars.

4. 本主協議受香港法律管轄。

This Master Agreement is governed by Hong Kong law.

5. 本主協議可採用多份對等文本方式簽立，每份對等文本具有同等效力，如同在不同對等文本之上的簽字是在同一份本主協議文本上的簽字一樣。

This Master Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Master Agreement.

6. 本主協議以英文和中文書寫。如英文版本和中文版本之間存在任何不一致，則以本主協議中文版本為準。

This Master Agreement is written in English language and Chinese language. The Chinese version of this Master Agreement shall prevail in the event of any inconsistency between the English version and the Chinese version.

7. 倘若在任何時間，根據任何司法管轄區的任何法律，本主協議的任何條款或義務在任何方面屬於或成為非法、無效或無法強制執行，其餘條款或義務的合法性、效力或可強制執行性或該等條款或義務在任何其他司法管轄區的法律項下的合法性、效力或可強制執行性一概不受任何方式受到影響或損害。

If, at any time, any provision of or any obligation under this Master Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions or obligations nor the legality, validity or enforceability of such provision or obligation under the law of any other jurisdiction will in any way be affected or impaired.

本主協議已於本主協議頁首所述日期簽署。

THIS MASTER AGREEMENT has been entered into on the date stated at the beginning of this Master Agreement.

附件 1
主條款和條件

SCHEDULE 1
MASTER TERMS AND CONDITIONS

就每筆貸款而言，本附件中使用但未在下文第 5 條（定義）中定義的術語應具有適用該貸款的貸款細節規定的含義。

In relation to each Loan, capitalised terms used in this Schedule but not defined in paragraph 5 (*Definitions*) below shall have the meaning given to them in the Loan Particulars applicable to that Loan.

1. **貸款的順位和類型**

RANKING AND TYPES OF THE LOANS

1.1 **貸款的類型**

Types of Loans

- (a) 在適用貸款細節中指定為 **AT1 貸款**的任何貸款按用意是合資格成為：(i) 借款人在銀行業（資本）規則項下的「額外一級資本」；以及(ii)LAC 規則項下的 LAC 債務票據。

Any Loan designated as an **AT1 Loan** in the applicable Loan Particulars is intended to qualify as (i) "Additional Tier 1 capital" of the Borrower under the Banking (Capital) Rules and (ii) a LAC debt instrument under the LAC Rules.

- (b) 在適用貸款細節中指定為 **T2 貸款**的任何貸款按用意是合資格成為：(i) 借款人在銀行業（資本）規則項下的「二級資本」；以及(ii)LAC 規則項下的 LAC 債務票據。

Any Loan designated as a **T2 Loan** in the applicable Loan Particulars is intended to qualify as (i) "Tier 2 Capital" of the Borrower under the Banking (Capital) Rules and (ii) as a LAC debt instrument under the LAC Rules.

- (c) 在適用貸款細節中指定為 **LAC 貸款**的任何貸款按用意是合資格成為借款人在 LAC 規則項下構成「非資本 LAC 負債」的 LAC 債務票據。

Any Loan designated as a **LAC Loan** in the applicable Loan Particulars is intended to qualify as a LAC debt instrument of the Borrower which is a "non-capital LAC liability" under the LAC Rules.

1.2 AT1 貸款的狀況

Status of AT1 Loans

- (a) 如借款人清盤，就 AT1 貸款而針對借款人提出的申索應後償於所有相關債權人的申索。因此，如借款人清盤，與 AT1 貸款相關的針對借款人的申索只能在相關債權人的申索已獲得償付後獲得償付。

In the case of a winding-up of the Borrower, claims against the Borrower in respect of an AT1 Loan shall be subordinated to the claims of all Relevant Creditors. Accordingly, in the case of a winding-up of the Borrower, claims in respect of the AT1 Loan will only be satisfied after the claims of Relevant Creditors.

- (b) 除非借款人清盤，借款人償還 AT1 貸款的本金或支付與之相關的利息或其他數額的義務的前提是其具有能力進行上述還款或付款並且在緊接該等還款或付款後繼續具償債能力。

Except in the case of a winding-up of the Borrower, the Borrower's obligations to repay principal or pay interest or any other amounts in respect of an AT1 Loan are conditional upon its being able to make such repayment or payment and the Borrower remaining Solvent immediately thereafter.

1.3 T2 貸款的狀況

Status of T2 Loans

如借款人清盤，就 T2 貸款而針對借款人提出的申索應：

In the case of a winding-up of the Borrower, claims against the Borrower in respect of a T2 Loan shall:

- (a) 後償於：(i)借款人的所有優先債權人的申索；(ii)所有 LAC 貸款；以及(iii)與 LAC 貸款享有同等權益的任何其他票據；以及

be subordinated to the claims of (i) all Senior Creditors of the Borrower, (ii) all LAC Loans and (iii) any other instrument ranking *pari passu* with a LAC Loan; and

- (b) 優先於與銀行業（資本）規則項下的「一級資本」（包括但不限於任何 AT1 貸款）相關的申索。

rank ahead of claims in respect of "Tier 1 capital" under the Banking (Capital) Rules (including, without limitation, any AT1 Loans).

因此，如借款人清盤，與 T2 貸款相關的申索只能在借款人的優先債權人、所有 LAC 貸款和任何與 LAC 貸款享有同等權益的任何其他票據相關的申索已獲得償付後獲得償付。

Accordingly, in the case of a winding-up of the Borrower, claims in respect of a T2 Loan will only be satisfied after the claims of Senior Creditors of the Borrower, all LAC Loans and any other instrument ranking *pari passu* with a LAC Loan.

1.4 LAC 貸款的狀況

Status of LAC Loans

如借款人清盤，就 LAC 貸款而針對借款人提出的申索應後償於借款人的所有非後償債權人的申索。因此，如借款人清盤，與 LAC 貸款相關的申索只能在非後償債權人的申索已獲得償付後獲得償付。

In the case of a winding-up of the Borrower, claims against the Borrower in respect of a LAC Loan shall be subordinated to the claims of all Unsubordinated Creditors of the Borrower. Accordingly, in the case of a winding-up of the Borrower, claims in respect of the LAC Loan will only be satisfied after the claims of Unsubordinated Creditors.

1.5 無抵押或抵銷

No Security and Set-off

- (a) 借款人無需就其在貸款項下的任何負債在其任何資產或業務之上設置任何抵押。

No security is required to be provided by the Borrower in respect of any of its assets or undertakings in connection with its liability under the Loan.

- (b) 貸款的資金，不受任何擔保安排或並非由借款人或其任何附屬公司直接或間接提供，但金融管理專員另行書面批准的情況除外。

The Loan is not subject to any guarantee arrangement or funded directly or indirectly by the Borrower or any subsidiary of the Borrower, unless otherwise approved in writing by the Monetary Authority.

- (c) 在適用法律允許的最大範圍內，貸款人在此放棄使用貸款項下任何到期應付的任何利息、本金或任何其他數額抵銷貸款人欠借款人的任何數額的權利，並在適用法律允許的最大範圍內，在借款人就貸款人欠借款人的任何數額而針對貸款人提起的任何訴訟中，貸款人在此放棄對貸款項下的任何到期應付的任何利息、本金或任何其他數額的反追索權。在任何相關債權人（就 AT1 貸款而言）或優先債權人（就 T2 貸款而言）或非後償債權人（就 LAC 貸款而言）（視情況而定）的申索仍未獲得償付的情況下，如貸款人通過香港法律適用的任何相關強制抵銷規則討回就貸款的任何到期應付的本金、利息或其他數額（「原債務」），貸款人應為相關債權人（就 AT1 貸款而言）或優先債權人（就 T2 貸款而言）或非後償債權人（就 LAC 貸款而言）向借款人的清盤人以信託形式支付（以金額更低者為準）等於通過上述方式討回的金額或相關債權人（就 AT1 貸款而言）或優先債權人（就 T2 貸款而言）或非後償債權人（就 LAC 貸款而言）的申索仍未獲得償付的總額。貸款人可依賴清盤人的證明書

以確定相關債權人（就 AT1 貸款而言）或優先債權人（就 T2 貸款而言）或非後償債權人（就 LAC 貸款而言）的任何申索是否未獲得償付及（如未獲得償付）其金額或其總金額。貸款人無義務關注清盤人對向清盤人支付的款項的分配。任何於上述情況支付的款項之原債務應視為未獲得償還。

The Lender hereby waives, to the fullest extent permitted by applicable law, any right to set-off any amount of interest, principal or any other amounts due under the Loan against any amounts owed to the Borrower by the Lender and waives, to the fullest extent permitted by applicable law, any right to counterclaim for any amount of interest, principal or any other amounts due under the Loan in any action by the Borrower against the Lender in respect of any amount owed to the Borrower by the Lender. If the Lender recovers any amount in respect of principal, interest or any other amounts due on the Loan (the "**original debt**") by virtue of the application of any relevant rules of mandatory set-off applicable under Hong Kong law in circumstances where the claims of as the case may be any Relevant Creditors (in the case of an AT1 Loan) or Senior Creditors (in the case of a T2 Loan) or Unsubordinated Creditors (in the case of a LAC Loan) remain outstanding, the Lender shall pay an amount equal to whichever is the lesser of the amount so recovered and the aggregate amount of the claims of Relevant Creditors (in the case of an AT1 Loan) or Senior Creditors (in the case of a T2 Loan) or Unsubordinated Creditors (in the case of a LAC Loan) then remaining outstanding to the liquidator of the Borrower upon trust for such Relevant Creditors (in the case of an AT1 Loan) or Senior Creditors (in the case of a T2 Loan) or Unsubordinated Creditors (in the case of a LAC Loan). The Lender may rely upon a certificate of the liquidator for the purpose of determining whether or not any claims of Relevant Creditors (in the case of an AT1 Loan) or Senior Creditors (in the case of a T2 Loan) or Unsubordinated Creditors (in the case of a LAC Loan) remain outstanding and if so their amount or aggregate amount. The Lender shall not be obliged to concern itself with the distribution by the liquidator of any payment so made to the liquidator. To the extent of any payment so made, the original debt shall be treated as if it had not been discharged.

2. 利息

INTEREST

2.1 利率

Rate of Interest

- (a) 貸款細節將注明貸款是：

The Loan Particulars will specify whether the Loan is:

- (i) 固定利率貸款（「**固定利率貸款**」）；

a fixed rate loan (a "**Fixed Rate Loan**");

- (ii) 浮動利率貸款（「浮動利率貸款」）；或
a floating rate loan (a "**Floating Rate Loan**"); or
- (iii) 固定至浮動利率貸款（「固定至浮動利率貸款」）。
a fixed rate to floating rate loan (a "**Fixed to Floating Rate Loan**").

(b) 貸款每個利息期的適用利率（「利率」）應為：

The rate of interest (the "**Rate of Interest**") applicable to the Loan for each Interest Period shall be:

(i) 如為：

in the case of:

(A) 固定利率貸款；或

a Fixed Rate Loan; or

(B) 固定至浮動利率貸款（但僅限於與該利息期內固定利率適用該固定至浮動利率貸款的期間），

a Fixed to Floating Rate Loan (but only to the extent relating to such period of that Interest Period during which a fixed rate of interest applies to that Fixed to Floating Rate Loan),

在每一種情況下，在貸款細節中規定；以及

in each case, specified in the Loan Particulars; and

(ii) 如為：

in the case of:

(A) 浮動利率貸款；或

a Floating Rate Loan; or

(B) 固定至浮動利率貸款（但僅限於與該利息期內浮動利率適用該固定至浮動利率貸款的期間），

a Fixed to Floating Rate Loan (but only to the extent relating to such period of that Interest Period during which a floating rate of interest applies to that Fixed to Floating Rate Loan),

在每一情況下，以下各項之和：

in each case, the sum of:

- (1) 貸款細節規定的基準利率；以及
the Benchmark Interest Rate as specified in the Loan Particulars; and
- (2) 貸款細節規定的利差（以年度百分比方式表示），
the margin (expressed as a percentage per annum) specified in the Loan Particulars,

但是，如沒有可供使用的相關基準利率，則相關利息期的基準利率應根據借款人與貸款人商定的其他基準確定。

provided that, if the relevant Benchmark Interest Rate is not available, then the Benchmark Interest Rate for the relevant Interest Period shall be determined on such other basis as the Borrower and the Lender may agree.

- (c) 貸款在任何期間內的利息金額應等於貸款本金金額的利率乘以適用該期間的相關日數計算常規（指明貨幣（如為美元和港元）的最終數字四捨五入至最近的仙（半仙向上舍入），或（如為人民幣）四捨五入至最近的分（半分向上舍入））。

The amount of interest on the Loan payable in relation to any period shall be calculated by applying the Rate of Interest to the principal amount of the Loan, multiplying the product by the relevant Day Count Fraction applicable to such period and rounding the resulting figure in the Specified Currency (in the case of USD or HKD) to the nearest cent (half a cent being rounded upwards) or (in the case of RMB) to the nearest fen (half a fen being rounded upwards).

2.2 利息支付

Payment of interest

貸款項下的所有本金和利息款應付至借款人與貸款人不時商定的銀行帳戶。貸款本金應自貸款細節規定的提款日開始計息。受限於第 1 條（*貸款的順位和類型*）、第 2.4 條（*就 AT1 貸款而酌情支付利息款*）和第 2.5 條（*AT1 貸款利息款限制*）：

All payments of principal and interest pursuant to the Loan shall be made to such bank account as may be agreed between the Borrower and the Lender from time to time. The Loan will bear interest on its principal amount from the Drawdown Date specified in the Loan Particulars. Subject as provided under paragraphs 1 (*Ranking and types of the Loans*), 2.4 (*Discretionary Interest Payments for AT1 Loans*) and 2.5 (*Restrictions on Interest Payments for AT1 Loans*), interest will:

- (a) 利息將在貸款細節規定的各付息日（分別稱為「付息日」）到期應付；
以及

be due and payable in arrears on the interest payment dates specified in the Loan Particulars (each an "**Interest Payment Date**"); and

- (b) 償還的貸款本金的利息在貸款的還款日（若有）停止累計，除非在該到期日該等貸款本金額的支付被不適當地扣置或拒絕。在這種情況下，該等本金額的利息將繼續累計（包括在任何判決作出之前及之後的日期，直至該貸款本金被全額支付之日（包括該日）。

cease to accrue on the principal amount of the Loan repaid on its Repayment Date (if any) unless upon such due date, payment of such principal amount is improperly withheld or refused. In such event, interest will continue to accrue on such principal amount (as well after as before any judgment) up to and including the date on which payment in full is made.

2.3 付款日

Payment days

- (a) 就任何浮動利率貸款或就浮動利率適用於固定至浮動利率貸款期間的任何付息日或還款日而言，如任何付息日或還款日並非營業日，該付款日應順延至下一個營業日，但因此導致該付款日處於下一個日曆月的情況除外，在這種情況下，該付款日應提前上一個營業日。

In respect of a Floating Rate Loan or in respect of any Interest Payment Date or Repayment Date occurring when a floating rate of interest applies to a Fixed to Floating Rate Loan, if any Interest Payment Date or Repayment Date would otherwise fall on a date which is not a Business Day, it will be postponed to the next Business Day unless it would thereby fall into the next calendar month, in which case it will be brought forward to the preceding Business Day.

- (b) 就任何固定利率貸款或就固定利率適用於固定至浮動利率貸款期間的任何付息日或還款日而言，如任何付息日或還款日並非營業日，為利息期的定義之目的，該付款日不應順延至下一個營業日，但在未調整的付息日或還款日應付的任何金額將在下一個營業日支付，而不會由於該延遲導致任何額外利息，但因此導致該付款日處於下一個日曆月的情況除外，在這種情況下，該付款日應提前至上一個營業日，但不會由於該變更而減少利息。

In respect of a Fixed Rate Loan or in respect of any Interest Payment Date or Repayment Date occurring when a fixed rate of interest applies to a Fixed to Floating Rate Loan, if any Interest Payment Date or Repayment Date would otherwise fall on a date which is not a Business Day, it will not be postponed to the next Business Day for the purposes of the definition of Interest Period but any amount due on the unadjusted Interest Payment Date or Repayment Date will be paid on the next Business Day without any additional interest as a result of the delay, unless it would thereby fall into the next calendar month, in which case it will be brought forward to the preceding Business Day without any reduction in interest as a result of the change.

2.4 就 AT1 貸款而酌情支付利息款

Discretionary Interest Payments for AT1 Loans

就 AT1 貸款而言，借款人可全權酌情決定在任何時間或以任何理由（全部或部分）取消本應在某一付息日、特定付息日支付的利息或無限期（全部或部分）取消利息。如應在某一付息日支付的利息通過以上方式取消，借款人並無義務在上述付息日支付上述利息款，且上述利息款（或其任何部分）的取消，無論是在 AT1 貸款項下還是在其他情況下，均不為任何日構成一項違約事件。任何按上述情況取消的利息款均不會在此後的任何時間累積或成為應付（或到期），且貸款人對按上述所取消的利息款，無論是在借款人清盤或其他情況下，均不應擁有任何權利。

In the case of an AT1 Loan, the Borrower may elect at its full discretion at any time and for any reason to cancel (in whole or in part) the interest otherwise scheduled to be paid on an Interest Payment Date, specified Interest Payment Dates or for an unlimited period. If the payment of interest scheduled on an Interest Payment Date is so cancelled, the Borrower shall have no obligation to make such interest payment on such Interest Payment Date and the cancellation of such interest payment (or part thereof) shall not constitute an event of default by the Borrower for any purpose whether under the AT1 Loan or otherwise. Any such interest will not accumulate or be payable at any time thereafter (or be due) and the Lender shall have no right thereto whether in a winding-up of the Borrower or otherwise.

2.5 AT1 貸款利息款限制

Restrictions on Interest Payments for AT1 Loans

- (a) 除非（只就部分利息款而言）下文第(b)段允許，就 AT1 貸款而言，在以下情況下，借款人無需在任何付息日支付（且不得支付）利息款（且該利息款因此應視為已取消，因此不會在該付息日成為到期應付）：

Except to the extent permitted in paragraph (b) below in respect of partial interest payments, in respect of an AT1 Loan, the Borrower shall not be required to make (and shall not make) an interest payment on any Interest Payment Date (and such interest payment will therefore be deemed to have been cancelled and thus will not be due and payable on such Interest Payment Date) if:

- (i) 借款人在該付息日不擁有足夠的可分派項目；
- the Borrower does not have sufficient Distributable Items on such Interest Payment Date;
- (ii) 金融管理專員指示借款人（全部或部分）取消該利息款；或
- the Monetary Authority directs the Borrower to cancel such interest payment (in whole or in part); or

- (iii) 適用於香港銀行業的規定或金融管理專員的其他要求不容許在到期時全額支付該利息款。

applicable Hong Kong banking regulations or other requirements of the Monetary Authority prevent the payment in full of such interest payment when due.

- (b) 借款人可全權酌情決定（但受限於上文第(a)(ii)和(a)(iii)段）選擇在任何付息日支付 AT1 貸款的部分利息款，但前提是該部分利息款只能在該付息日通過任何可分派項目支付。為避免疑義，在相關付息日未被支付的部分利息將視為已取消，因此不會在該付息日成為到期應付。

The Borrower may, in its sole discretion but subject to paragraphs (a)(ii) and (a)(iii) above, elect to make a partial interest payment on an AT1 Loan on any Interest Payment Date, only to the extent that such partial interest payment may be made from any Distributable Items on such Interest Payment Date. For the avoidance of doubt, the portion of interest not paid on the relevant Interest Payment Date will be deemed to have been cancelled and thus will not be due and payable on such Interest Payment Date.

3. 還款

REPAYMENT

3.1 到期日

Maturity date

- (a) 如貸款是 AT1 貸款，貸款屬永久性質，無固定到期期限或固定還款日。

If the Loan is an AT1 Loan, it is perpetual and has no fixed maturity or fixed repayment date.

- (b) 如貸款是 T2 貸款或 LAC 貸款，受限於第 1.3 條（*T2 貸款的狀況*）和第 1.4 條（*LAC 貸款的狀況*），借款人應在貸款細節規定的最終還款日一次性償還貸款。

If the Loan is a T2 Loan or a LAC Loan, the Borrower shall, subject to paragraphs 1.3 (*Status of T2 Loans*) and 1.4 (*Status of LAC Loans*), repay the Loan in one lump-sum amount on the Final Repayment Date specified in the Loan Particulars.

3.2 可選提前還款

Optional Early Repayment

受限於下文第 3.6 條（*監管同意*），借款人可選擇在任何可選提前還款日全部或部分償還貸款的未償還本金以及該被償還本金的任何已累計但未支付的利息，**但是**，如貸款是 AT1 貸款或 T2 貸款，可選提前還款日應不早於提款日後五年。借款人可通過至少提前 35 個日曆日書面通知貸款人行使該選擇權。在任何部分

還款後，貸款的本金將減去提前償還的金額，且貸款的「本金」和「本金金額」應相應解釋。上文提及的通知應載明該可選提前還款日。

Subject to paragraph 3.6 (*Regulatory Consent*) below, the Borrower may, at its option, repay the outstanding principal amount of the Loan in whole or in part, together with any accrued but unpaid interest thereon, on any Optional Early Repayment Date, **provided that** if the Loan is an AT1 Loan or a T2 Loan, no Optional Early Repayment Date shall fall earlier than five years after the Drawdown Date. Such option may be exercised by the Borrower giving at least 35 calendar days' prior notice in writing to the Lender. Following any partial repayment(s), the principal amount of the Loan will be reduced by the amount(s) so repaid and the use of "principal" and "principal amount" in the Loan shall be interpreted accordingly. The notice referred to above shall specify such Optional Early Repayment Date.

3.3 由於稅務原因提前還款

Early Repayment for Taxation Reasons

受限於下文第 3.6 條（*監管同意*），如發生稅務事件，經至少提前 35 個日曆日書面通知貸款人，借款人可選擇在該通知指定的還款日（該日應是一個營業日）全部或部分償還貸款的未償還本金以及該被償還本金的任何已累計但未支付的利息，**但是**，倘若與貸款相關的任何數額屆時到期，而借款人就該數額的付款有義務根據第 4.4（*稅收*）支付任何額外金額或依法進行扣減的話，借款人不得在該付款義務被觸發的最早日期前的 90 天內的任何時間發送該通知。

Subject to paragraph 3.6 (*Regulatory Consent*) below, if a Taxation Event occurs, the Borrower may, at its option, on giving at least 35 calendar days' notice in writing to the Lender, repay the outstanding principal amount of the Loan in whole but not in part, together with any accrued but unpaid interest thereon, on the date (which shall be a Business Day) fixed for repayment in such notice, **provided that** no such notice shall be given at any time before the date falling 90 days prior to the earliest date on which the Borrower would be obliged to pay such additional amounts in accordance with paragraph 4.4 (*Taxation*) or make a deduction as required by law, had a payment in respect of the Loan been then due.

3.4 AT1 貸款或 T2 貸款資本不合規後的提前還款

Early Repayment following Capital Disqualification for AT1 Loans or T2 Loans

受限於下文第 3.6 條（*監管同意*），如發生資本不合規事件且該事件未能通過第 4.6 條（*資本不合規事件或吸收虧損不合規事件後貸款條款的變更*）項下的變更得到補救或被視為得到補救，經至少提前 35 個日曆日書面通知貸款人，借款人可選擇在該通知指定的還款日（該日應是在發生相關資本不合規事件後 90 天內，且應是一個營業日）全部（而不是部分）償還 AT1 貸款或 T2 貸款及其已累計但未支付的利息。

Subject to paragraph 3.6 (*Regulatory Consent*) below, if a Capital Disqualification Event occurs and has not been cured or deemed to have been cured through alterations made under paragraph 4.6 (*Alteration to loan terms following Capital Disqualification*

Event or Loss Absorption Disqualification Event), the Borrower may, at its option, within 90 days of the occurrence of the relevant Capital Disqualification Event, on giving at least 35 calendar days' notice in writing to the Lender, repay the AT1 Loan or T2 Loan in whole but not in part, together with any accrued but unpaid interest thereon, on the date (which shall be a Business Day) fixed for repayment in such notice.

3.5 吸收虧損不合規事件後的提前還款

Early Repayment following Loss Absorption Disqualification Event

受限於下文第 3.6 條（*監管同意*），如發生吸收虧損不合規事件且該事件未能通過第 4.6 條（*資本不合規事件或吸收虧損不合規事件後貸款條款的變更*）項下的變更得到補救或被視為得到補救，經至少提前 35 個日曆日書面通知貸款人，借款人可選擇在該通知指定的還款日（該日應是在發生相關吸收虧損不合規事件後 90 天內，且應是一個營業日）全部（而不是部分）償還貸款及其已累計但未支付的利息。

Subject to paragraph 3.6 (*Regulatory Consent*) below, if a Loss Absorption Disqualification Event occurs and has not been cured or deemed to have been cured through alterations made under paragraph 4.6 (*Alteration to loan terms following Capital Disqualification Event or Loss Absorption Disqualification Event*), the Borrower may, at its option, within 90 days of the occurrence of the relevant Loss Absorption Disqualification Event, on giving at least 35 calendar days' notice in writing to the Lender, repay the Loan in whole but not in part, together with any accrued but unpaid interest thereon, on the date (which shall be a Business Day) fixed for repayment in such notice.

3.6 監管同意

Regulatory Consent

只有在以下情況下，借款人才能根據第 3.2 條（*可選提前還款*）、第 3.3 條（*由於稅務原因提前還款*）、第 3.4 條（*AT1 貸款或 T2 貸款資本不合規後的提前還款*）和/或第 3.5 條（*吸收虧損不合規事件後的提前還款*）行使其償還貸款的權利：

The Borrower may only exercise its right to repay the Loan pursuant to any of paragraphs 3.2 (*Optional Early Repayment*), 3.3 (*Early Repayment for Taxation Reasons*), 3.4 (*Early Repayment following Capital Disqualification for AT1 Loans or T2 Loans*) and/or 3.5 (*Early Repayment following Loss Absorption Disqualification Event*) if:

- (a) 借款人已獲得金融管理專員對償還貸款的事先同意（如在該時間有效的適用規則需要該事先同意）；以及

it has obtained prior consent from the Monetary Authority for the repayment of the Loan, if and to the extent such prior consent is required by the Applicable Rules at such time; and

- (b) 借款人已遵守屆時適用規則規定就償還貸款相關的任何其他要求(如該其他要求在該時間是有效的)。

the Borrower has complied with any other requirements then in force which relate to the repayment of the Loan contained in the Applicable Rules at such time.

4. 其他條款

OTHER PROVISIONS

4.1 香港處置機制當局權力

Hong Kong Resolution Authority Power

- (a) 儘管存在貸款或任何其他協議或安排的任何其他條款，通過同意貸款的條款，貸款人應受相關香港處置機制當局在未提前通知的情況下行使香港處置機制當局權力的規限，貸款人的權利受限於該等權力的行使，且貸款人應被視為同意並確認貸款人及其權利均受限於該等權力的行使，其中可能包括（但不限於）並可能導致以下各項或其組合：

Notwithstanding any other term of the Loan, or any other agreement or arrangement, by agreeing to the terms of the Loan, the Lender shall be bound by and its rights are subject to, and shall be deemed to agree and acknowledge that it is bound by and its rights are subject to, 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:

- (i) 貸款的全部或部分本金金額或利息的減少、撇賬或取消；

the reduction, write-off or cancellation of all or a part of the principal amount of, or interest on, the Loan;

- (ii) 貸款的全部或部分本金金額或利息轉換為借款人或另一人士的股份或其他證券或其他義務（並且向該等股份、證券或債務的持有人發行或授予），包括通過修訂、修改或變更貸款的條款；以及

the conversion of all or a part of the principal amount of, or interest on, the Loan into shares or other securities or other obligations of the Borrower 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 terms of the Loan; and

- (iii) 修訂或變更貸款的期限或修訂或變更貸款的應付利息金額或應支付利息的日期，包括通過在臨時期內暫停付款或貸款的變更或形式改變或貸款條款的任何其他修訂或變更。

the amendment or alteration of the maturity of the Loan or amendment or alteration of the amount of interest payable on the Loan, or the date

on which the interest becomes payable, including by suspending payment for a temporary period or modification or form change of the Loan, or any other amendment or alteration of the terms of the Loan.

- (b) 就以上第(a)(i)至(a)(iii)段而言，凡提及本金和利息的，應包括任何香港處置機制當局權力被行使前已到期應付但未支付的本金和利息。貸款人在貸款項下的權利受限於相關的香港處置機制當局行使的任何香港處置機制當局權力，且（如需要）貸款人的該權利將被修改或變更，以使相關的香港處置機制當局行使任何香港處置機制當局權力。

With respect to paragraphs (a)(i) to (a)(iii) above, references to principal and interest shall include payments of principal and interest that have become due and payable, but which have not been paid, prior to the exercise of any Hong Kong Resolution Authority Power. The rights of the Lender under the Loan 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.

- (c) 在相關香港處置機制當局行使與貸款相關的任何香港處置機制當局權力後，貸款的任何本金金額或貸款的任何利息均不會成為到期應付且不應被償還或支付，除非在該數額的原定還款或支付之時，適用借款人和集團的法律法規允許借款人進行該數額的還款或支付。

No repayment of the principal amount of the Loan or payment of interest on the Loan 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 with respect to the Loan 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 Borrower under the laws and regulations applicable to the Borrower and the Group.

- (d) 在相關香港處置機制當局行使與貸款相關的任何香港處置機制當局權力後，借款人應在可行的情況下儘快以書面通知貸款人該香港處置機制當局權力的行使。

Upon the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority with respect to the Loan, the Borrower shall provide a notice in writing to the Lender as soon as practicable regarding such exercise of the Hong Kong Resolution Authority Power.

- (e) 因相關香港處置機制當局向借款人行使的任何香港處置機制當局權力或因相關香港處置機制當局行使與貸款相關的任何香港處置機制當局權力而導致貸款本金金額或利息的全部或部分減少或取消、貸款的本金金額或利息轉換為借款人或另一人士的另一種證券或義務、或貸款條款的任何修訂或變更，均不應構成違約事件。

Neither the reduction or cancellation, in part or in full, of the principal amount of, or interest on the Loan, the conversion thereof into another security or obligation of the Borrower or another person, or any other amendment or

alteration of the terms of the Loan as a result of the exercise of any Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority with respect to the Borrower nor the exercise of the Hong Kong Resolution Authority Power by the relevant Hong Kong Resolution Authority with respect to the Loan shall constitute an event of default.

4.2 不可持續營運

Non-Viability

- (a) 在發生不可持續營運事件後，借款人應不可撤銷地（無需獲得貸款人同意）將屆時的貸款本金金額和任何已累計但未支付的利息減至零或金融管理專員指示的其他金額（在本主條款和條件中，該減少稱為「**撇賬**」或「**被撇賬**」）。

Upon the occurrence of a Non-Viability Event, the Borrower shall irrevocably (without the need for the consent of the Lender) reduce the then prevailing principal amount and any accrued but unpaid interest of the Loan to nil or other such amount as directed by the Monetary Authority (such reduction being referred to herein as the "**Write-off**", and "**Written-off**" shall be construed accordingly).

- (b) 一旦貸款的本金金額和任何已累計但未支付的利息被撇賬，無論在任何情況下，該金額不得恢復，包括在相關不可持續營運事件不再持續的情況下。

Once the principal amount of, and any accrued but unpaid interest under, the Loan has been Written-off, it shall not be restored under any circumstances, including where the relevant Non-Viability Event ceases to continue.

- (c) 在任何撇賬後，貸款人將自動被視為不可撤銷地放棄收取已撇賬的貸款項下的任何本金或（視情況而定）利息的還款或付款的權利，並且不再就任何上述已撇賬的還款或付款針對借款人擁有任何權利，借款人應無義務償還或支付該已撇賬的與貸款相關的任何本金或（視情況而定）利息金額。

Following any Write-off, the Lender will be automatically deemed to waive irrevocably its right to receive, and no longer has any rights against the Borrower with respect to, any repayment or payment of any amount of principal or (as the case may be) interest under the Loan which has been so Written-off and the Borrower shall have no obligation to repay or pay any such amount of principal or (as the case may be) interest in respect of the Loan.

- (d) 在知曉將發生不可持續營運事件後，借款人應儘快通知貸款人不可持續營運事件的發生。該通知（「**不可持續營運事件通知**」）應提供不可持續營運事件的詳情和撇賬的詳情，包括發生撇賬的日期。借款人未向貸款人發出或延遲發出不可持續營運事件通知不應導致任何撇賬無效、妨礙、阻止任何撇賬或對撇賬產生任何影響。

The Borrower shall notify the Lender upon the occurrence of a Non-Viability Event as soon as it becomes aware that a Non-Viability Event will occur. Such notice (a "**Non-Viability Event Notice**") will include details of the Non-Viability Event and details of the Write-off including the date on which the Write-off is to occur. Failure or delay by the Borrower to deliver a Non-Viability Event Notice to the Lender shall not invalidate, impede, prevent, or have any effect on any Write-off.

4.3 違約

Default

- (a) 只有發生以下事件才構成貸款適用的「**違約事件**」：(i)清盤事件；或(ii)不付款事件。不可持續營運事件不構成違約事件。

The only events that will constitute an "**event of default**" applicable to the Loan will be the occurrence of (i) a Winding-up Event or (ii) a Non-Payment Event. A Non-Viability Event will not constitute an event of default.

- (b) 在發生不付款事件後，貸款人唯一的補償權是在香港針對借款人提出破產呈請並在借款人的破產法律程序中證明其債權和/或提出申索，且貸款人放棄所有其他補償權，包括但不限於就貸款項下的任何到期利息或本金或任何其他數額或就借款人未履行貸款的任何義務、條件或條款開始任何其他法律程序的權利。

Upon the occurrence of a Non-Payment Event, the Lender's sole remedy will be to petition for the winding-up of the Borrower, and to prove in the winding-up of the Borrower and/or claim in the liquidation of the Borrower, in Hong Kong and the Lender waives all other remedies, including without limitation, any right to institute any other proceedings, in respect of any interest or principal or any other amounts due under the Loan or in respect of any breach by the Borrower of any obligation, condition or provision of the Loan.

- (c) 在發生清盤事件後，貸款人唯一補償權是在借款人的破產法律程序中證明其就貸款的本金金額和貸款項下的任何其他到期金額的債權和/或在借款人的破產法律程序中針對借款人就貸款的本金金額和貸款項下的任何其他到期金額提出申索。

Upon the occurrence of a Winding-up Event, the Lender's sole remedy will be to prove in the winding-up of the Borrower and/or claim in the liquidation of the Borrower for payment of the principal amount of the Loan and any other amounts due under the Loan.

- (d) 如借款人的破產法律程序要求貸款人提供其對貸款項下的本金和利息的申索的證據，該申索只能在相關債權人（就 AT1 貸款而言）、優先貸款人（就 T2 貸款而言）或非後償債權人（就 LAC 貸款而言）的全部申索已獲得償付後獲得償付。

In a winding up of the Borrower that requires the Lender to provide evidence of its claim to principal and interest under the Loan, such claim will only be satisfied after the satisfaction in full of Relevant Creditors in the case of an AT1 Loan, Senior Creditors in the case of a T2 Loan or Unsubordinated Creditors in the case of a LAC Loan.

4.4 稅收

Taxation

- (a) 借款人就貸款支付的所有利息款項不應附有就香港或中國（或其擁有徵稅權的任何政府部門或政治分支）徵收或代表其徵收的無論任何性質的、現時或其後的任何稅費、稅款、課稅或政府費用的原因而作出的預扣或扣減，但法律要求借款人預扣或扣減任何上述稅費、稅款、課稅或政府費用的情況除外。

All payments by the Borrower of interest in respect of the Loan will be made without withholding or deduction for or on account of any taxes, duties, assessments or governmental charges of whatever nature, present or future, as are imposed or levied by or on behalf of Hong Kong or the PRC (or any authority or political subdivision therein or thereof having power to tax) unless the Borrower is required by law to withhold or deduct any such taxes, duties, assessments or governmental charges.

- (b) 在發生第4.4條第(a)段所述的事件後，借款人須將就貸款應付的利息款項（就須進行上述預扣或扣減的部分）的數額增加，以確保貸款人所收到已減除任何預扣或扣減後的淨數額相等於並無該預扣或扣減時原應收到的數額。

Upon the occurrence of the event as described in paragraph 4.4(a), the Borrower will pay such additional amounts in respect of any payments of interest in respect of the Loan as may be necessary in order that the net amounts of interest in respect of the Loan received by the Lender after such withholding or deduction shall equal the respective amounts of interest which would have been received in respect of the Loan in the absence of such withholding or deduction.

4.5 變更

Alteration

借款人和貸款人可共同約定變更貸款的條款，但受限於金融管理專員對有關變更的事先同意（如適用規則需要該事先同意）。

The terms of the Loan may be altered at any time by mutual agreement between the Borrower and the Lender, but subject to the prior consent of the Monetary Authority if and to the extent such consent is required by the Applicable Rules.

4.6 資本不合規事件或吸收虧損不合規事件後貸款條款的變更

Alteration to loan terms following Capital Disqualification Event or Loss Absorption Disqualification Event

如貸款的任何條款已導致或（借款人認為）可能導致發生資本不合規事件（對於 AT1 貸款或 T2 貸款而言）或吸收虧損不合規事件，貸款人應批准對貸款進行借款人認為必要和/或適宜的修訂或修改，促使不發生或避免（視情況而定）相關資本不合規事件或吸收虧損不合規事件（如適用）（貸款人不得無理扣置或拒絕給與該批准）。任何上述修訂或修改應根據第 4.5 條（變更）進行，在進行上述修訂或修改後，資本不合規事件或吸收虧損不合規事件（如適用）應視為已停止發生（如適用）。為避免疑義，借款人不得根據以上條款要求修訂貸款的利率、貸款的期限或貸款的任何可選還款方案。

If any provision of the Loan has caused or (in the opinion of the Borrower) is likely to cause the occurrence of a Capital Disqualification Event (for AT1 Loans or T2 Loans) or a Loss Absorption Disqualification Event, the Lender shall approve such amendments or modifications to the Loan as the Borrower deems necessary and/or desirable to cause the relevant Capital Disqualification Event or Loss Absorption Disqualification Event (as applicable) to cease to occur or to be avoided as the case may be (such approval not to be unreasonably withheld or refused). Any such amendments or modifications shall be made in accordance with paragraph 4.5 (*Alteration*) and, once the amendments or modifications have been so made, the Capital Disqualification Event or Loss Absorption Disqualification Event (as applicable) shall be deemed to have ceased to occur, where applicable. For the avoidance of doubt, the Borrower may not seek to amend the Rate of Interest applicable to the Loan, the tenor of the Loan or any repayment options in respect of the Loan by virtue of the foregoing.

4.7 第三者權利

Rights of Third Parties

任何非貸款當事方的人士並不具有《合約（第三者權利）條例》（香港法例第 623 章）下的權利以強制執行貸款的任何條款，但第三者在該條例以外存在或可享有的任何權利或補償權不受影響。

A person who is not a party to the Loan has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any term of the Loan, but this does not affect any right or remedy of a third party which exists or is available apart from that ordinance.

4.8 管轄法律

Governing Law

貸款（其條款包括主條款和條件以及貸款細節）受香港法律管轄並依其解釋。

The Loan (the terms of which comprise these Master Terms and Conditions and the Loan Particulars) shall be governed by, and construed in accordance with, Hong Kong law.

4.9 爭議解決

Dispute resolution

香港法院擁有解決由於貸款（包括貸款的存在、效力或終止）或貸款無效的後果產生的或與之相關的任何爭議（「爭議」）的專屬管轄權。借款人和貸款人同意，香港法院是解決任何爭議的最合適和最方便的法院，因此，不會就此提出異議。

The courts of Hong Kong have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising out of or in connection with the Loan (including a dispute regarding the existence, validity or termination of the Loan) or the consequences of its nullity. The Borrower and the Lender agree that the courts of Hong Kong are the most appropriate and convenient courts to settle any Dispute and, accordingly, that shall not argue to the contrary.

5. 定義

DEFINITIONS

「**資產**」指借款人的無保留意見的審計報告中最新資產負債表顯示的借款人非綜合總資產。

"**Assets**" means the Borrower's unconsolidated gross assets, as shown in the latest published balance sheet having the benefit of an unqualified auditors' report.

「**額外一級資本票據**」具有銀行業（資本）規則規定的含義。

"**Additional Tier 1 capital instrument**" has the meaning given to it by the Banking (Capital) Rules.

「**適用規則**」指：

"**Applicable Rules**" means:

- (a) 就 AT1 貸款或 T2 貸款而言，銀行業（資本）規則；或
in relation to an AT1 Loan or a T2 Loan, the Banking (Capital) Rules; or
- (b) 就 LAC 貸款而言，LAC 規則。
in relation to a LAC Loan, the LAC Rules.

「**銀行業（資本）規則**」指金管局根據銀行業條例（香港法例第 155 章）第 97C 條發佈的銀行業（資本）規則（香港法例第 155 章，附屬法例 L）及其不時修訂、替換或替代的版本。

"**Banking (Capital) Rules**" means the Banking (Capital) Rules (Cap. 155L of the Laws of Hong Kong) made by the Monetary Authority under section 97C of the Banking

Ordinance (Cap. 155 of the Laws of Hong Kong), as amended, superseded or replaced from time to time.

「基準利率」指：

"Benchmark Interest Rate" means:

- (a) 如貸款以人民幣計價，貸款細節規定的 SHIBOR 或 CNH HIBOR；
if the Loan is denominated in RMB, SHIBOR or CNH HIBOR as specified in the Loan Particulars;
- (b) 如貸款以美元計價，貸款細節規定的 SOFR 或定期 SOFR；以及
if the Loan is denominated in USD, SOFR or Term SOFR as specified in the Loan Particulars; and
- (c) 如貸款以港元計價，貸款細節規定的 HIBOR 或 HONIA。
if the Loan is denominated in HKD, HIBOR or HONIA as specified in the Loan Particulars.

「營業日」指香港和以下城市的商業銀行均開放營業並支付款項的任何一日：

"Business Day" means a day on which commercial banks are open for business and making payments in Hong Kong and:

- (a) 就其指明貨幣為人民幣的貸款而言，北京；以及
in the case of the Loan whose Specified Currency is RMB, in Beijing; and
- (b) 就其指明貨幣為美元的貸款而言，紐約。
in the case of the Loan whose Specified Currency is USD, in New York City.

「資本不合規事件」在以下情況須被視為已發生：若就 AT1 貸款或 T2 貸款而言，借款人在提款日後的任何時間認定，貸款的監管待遇發生變更並導致或將會導致以下情況：

A "Capital Disqualification Event" shall be deemed to have occurred in respect of an AT1 Loan or a T2 Loan if the Borrower determines, at any time after the Drawdown Date, that there is a change in the regulatory treatment of the Loan that results in or will result in:

- (a) 貸款被全部或部分排除在集團的監管資本之外；
its exclusion in whole or in part from the regulatory capital of the Group;
- (b) 就 AT1 貸款而言，其全部或部分被再分類為償還順位低於銀行業（資本）規則定義的「一級資本」的監管資本的集團監管資本（若有）；或

in the case of an AT1 Loan, its reclassification in whole or in part as a form of regulatory capital of the Group that is lower in repayment ranking than "Tier 1 capital" as defined in the Banking (Capital) Rules (if any); or

- (c) 貸款不再有資格作為（就 AT1 貸款而言）額外一級資本票據或（就 T2 貸款而言）二級資本票據，

its ceasing to be eligible as an Additional Tier 1 capital instrument in the case of a AT1 Loan, or as a Tier 2 capital instrument in the case of a T2 Loan,

但是，如 T2 貸款因在提款日當天的剩餘期限少於銀行業（資本）規則項下規定為「二級資本」的任何適用資格標準的任何期間，而不被計入滿足最低監管資本要求，則事件不應視為發生資本不合規事件。

provided that a Capital Disqualification Event shall not occur where the exclusion of a T2 Loan from being counted towards meeting minimum regulatory capital requirement(s) is due to the remaining maturity of the T2 Loan being less than any period prescribed by any applicable eligibility criteria for "Tier 2 capital" under the Banking (Capital) Rules as at the Drawdown Date.

「**CNH HIBOR**」(香港銀行同業人民幣拆息)指湯森路透螢幕 CNHHIBORFIX 頁面（或顯示該利率的任何替代湯森路透頁面）或不時替代湯森路透發佈該利率的其他資訊服務的合適頁面於相關期間的第一天上午 11 點 15 分（香港時間）（在管理人進行任何修正、再計算或重新發佈前）顯示期間長度與相關期間相等並由香港財資市場公會（或接管利率管理的任何其他人）管理的人民幣香港銀行同業拆息。

"**CNH HIBOR**" means the Hong Kong inter-bank offered rate for Hong Kong's offshore RMB market administered by the Treasury Markets Association (or any other person which takes over the administration of that rate) for RMB for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page CNHHIBORFIX of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 11:15 a.m. (Hong Kong time) on the first day of the relevant period and for a period equal in length to the relevant period.

「**日數計算常規**」指，就計算任何期間（「**計算期**」）的任何金額而言，貸款細節可能載明的日數計算常規，並且：

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**") such day count fraction as may be specified in the Loan Particulars and:

- (a) 如載明「**Actual/360**」，指計算期內就付款而言需計算在內的實際天數除以 360；

if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period in respect of which payment is being made divided by 360;

- (b) 如載明「30/360」，指計算期內就付款而言需計算在內的實際天數除以360，按以下公式計算：

if "30/360" is so specified, means the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

其中：

where:

「Y1」指以數字表示的計算期第一天所在的年份；

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

「Y2」指以數字表示的緊接計算期最後一天的年份；

"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

「M1」指以數字表示的計算期第一天所在的月份；

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

「M2」指以數字表示的緊接計算期最後一天的月份；

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

「D1」指以數字表示的計算期的第一個日曆日，除非該數字是31，在這種情況下，D1為30；以及

"D1" is the first calendar day of the Calculation Period, expressed as a number, unless such number would be 31, in which case D1 will be 30; and

「D2」指以數字表示的緊接計算期最後一天之日曆日；除非該數字是31且D1大於29，在這種情況下，D2為30；

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (c) 如載明「Actual/365」，指計算期內就付款而言需計算在內的實際天數除以365；或者

if "Actual/365" is so specified, means the actual number of days in the Calculation Period in respect of which payment is being made divided by 365; or

- (d) 如未載明日數計算常規，日數計算常規應按以下方式計算：

if no day count fraction is specified, the day count fraction shall be calculated as:

	浮動利率貸款或固定至浮動利率貸款的浮動利率期 For a Floating Rate Loan or the floating rate period of a Fixed to Floating Rate Loan	固定利率貸款或固定至浮動利率貸款的固定利率期 For a Fixed-Rate Loan or the fixed rate period of a Fixed to Floating Rate Loan
人民幣 RMB	Actual/360	Actual/365
美元 USD	Actual/360	30/360
港元 HKD	Actual/365	Actual/365

「可分派項目」指：

"Distributable Items" means:

- (a) 在符合公司條例（香港法例第 622 章）（及其不時修訂、替換或替代的版本）第 297 條和遵守金融管理專員發佈在相關付息日適用於借款人的銀行業（資本）規則的情況下，借款人目前可供分派的金額；或
- the amounts for the time being available to the Borrower for distribution as a distribution in compliance with section 297 of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong), as amended, superseded or replaced from time to time, and subject to the Monetary Authority's then current Banking (Capital) Rules as applicable to the Borrower on the relevant Interest Payment Date; or
- (b) 根據銀行業（資本）規則在相關付息日可用於支付貸款利息的其他金額。
- such other amounts available for the payment of interest on the Loan pursuant to the Banking (Capital) Rules as at the relevant Interest Payment Date.

「提款日」具有貸款細節規定的含義。

"Drawdown Date" has the meaning given to that term in the Loan Particulars.

「最終還款日」具有貸款細節規定的含義。

"Final Repayment Date" has the meaning given to that term in the Loan Particulars.

「**FIRO**」指金融機構（處置機制）條例（香港法例第 628 章）及其不時修訂、替換或替代的版本。

"FIRO" means the Financial Institutions (Resolution) Ordinance (Cap. 628 of the Laws of Hong Kong), as amended, superseded or replaced from time to time.

「**集團**」指借款人及其綜合附屬公司。

"Group" means the Borrower and its consolidated subsidiaries.

「**HIBOR**」（香港銀行同行業港元拆息）指湯森路透螢幕 **HKABHIBOR** 頁面（或顯示該利率的任何替代湯森路透頁面）或不時替代湯森路透發佈該利率的其他資訊服務的合適頁面於相關期間的第一天上午 11 點 15 分（香港時間）（在管理人進行任何修正、再計算或重新公佈之前）顯示的期間長度與相關期間相等並由香港財資市場公會（或接管利率管理的任何其他人）管理的港元香港銀行同行業拆息。

"HIBOR" means the Hong Kong interbank offered rate administered by the Treasury Markets Association (or any other person which takes over the administration of that rate) for Hong Kong dollars for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page **HKABHIBOR** of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 11:15 a.m. (Hong Kong time) on the first day of the relevant period and for a period equal in length to the relevant period.

「**母集團處置機制當局**」指貸款細節中指定的一個或多個當局，該等一個或多個當局為貸款人的「母集團處置機制當局」（定義見 **LAC** 規則）。

"Home Authority" means the authority or authorities specified as such in the Loan Particulars, such authority or authorities being the "home authority" (as defined in the **LAC Rules**) of the Lender.

「**香港處置機制當局權力**」指 **FIRO**（為避免疑義，包括 **FIRO** 第四部分和第五部分項下權力）或在香港生效的與金融機構（包括在香港設立或在香港獲授權、獲指定、獲認可或獲派牌照開展受規管金融活動的持牌銀行、接受存款公司、有限制持牌銀行、銀行集團公司、保險公司和/或投資公司）相關的任何其他法律、法規、規則或要求（及其不時修訂的版本（無論是根據 **FIRO** 與否））項下可能不時存在並適用借款人或集團其他成員的權力，並且，根據該權力，可減少、撤銷、轉讓和/或修訂任何持牌銀行、接受存款公司、有限制持牌銀行、銀行集團公司、保險公司和/或投資公司的資產和/或債務和/或可將上述資產或債務轉換為債務人或任何其他人的股份或其他證券或其他義務。

"Hong Kong Resolution Authority Power" means any power which may exist from time to time under the **FIRO** (including for the avoidance of doubt, powers under Part 4 and Part 5 of the **FIRO**), or any other laws, regulations, rules or requirements relating

to 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 Borrower or other members of the Group, as the same may be amended from time to time (whether pursuant to the FIRO or otherwise), and pursuant to which assets and/or 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.

「**HONIA**」(港元隔夜平均指數)指湯森路透螢幕 HONIX 頁面(或顯示該利率的任何替代湯森路透頁面)或不時替代湯森路透發佈該利率的其他資訊服務的合適頁面於相關期間的第一天下午 5 點(香港時間)(在管理人進行任何修正、再計算或重新公佈之前)顯示期間長度與相關期間相等並由香港財資市場公會(或接管利率管理的任何其他人士)管理的港元隔夜平均指數。

"**HONIA**" means the Hong Kong Dollar Overnight Index Average (HONIA) administered by the Treasury Markets Association (or any other person which takes over the administration of that rate) for Hong Kong dollars for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page HONIX of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 5:00 p.m. (Hong Kong time) on the first day of the relevant period and for a period equal in length to the relevant period.

「付息日」具有第 2.2 條(利息支付)規定的含義。

"**Interest Payment Date**" has the meaning given to that term in paragraph 2.2 (*Payment of interest*).

「利息期」指自提款日或任何付息日(包括該日)開始至下一個付息日(但不包括該日)結束的每一期間。

"**Interest Period**" means each period beginning on (and including) the Drawdown Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

「內部非資本 LAC 債務票據」具有 LAC 規則規定的含義。

"**internal non-capital LAC debt instrument**" has the meaning given to that term in the LAC Rules.

「LAC 債務票據」具有 LAC 規則規定的含義。

"**LAC debt instrument**" has the meaning given to that term in the LAC Rules.

「**LAC 規則**」指金管局根據 FIRO 第 19(1)條發佈的金融機構（處置機制）（吸收虧損能力規定 - 銀行界）規則（香港法例第 628 章，附屬法例 B）及其不時修訂、替換或替代的版本。

"**LAC Rules**" means the Financial Institutions (Resolution) (Loss-absorbing Capacity Requirements - Banking Sector) Rules (Cap. 628B of the Laws of Hong Kong) made by the Monetary Authority under section 19(1) of the FIRO, as amended, superseded or replaced from time to time.

「**債務**」指借款人的無保留意見的審計報告中最新資產負債表顯示的借款人非綜合總債務，並經過審計師或（如借款人清盤）清算人決定的調整。

"**Liabilities**" means the Borrower's unconsolidated gross liabilities, as shown in the latest published balance sheet having the benefit of an unqualified auditors' report, but with such adjustments as the auditors, or if the Borrower is in winding-up, the liquidator, shall determine.

「**吸收虧損不合規事件**」在以下情況須被視為已發生：如貸款人認定，由於 LAC 規則或 FIRO 的任何修訂或變更或 LAC 規則或 FIRO 的適用或官方解釋的任何變更，而該等修訂或變更在提款日或其之後生效，以使全部或部分貸款無資格滿足借款人和/或集團在 LAC 規則項下針對吸收虧損能力票據的最低要求。

A "**Loss Absorption Disqualification Event**" shall be deemed to have occurred if the Borrower determines that the Loan becomes fully or partially ineligible to meet the Borrower's and/or the Group's minimum requirements for loss absorbing capacity instruments under the LAC Rules as a result of any amendment to, or change in, the LAC Rules or the FIRO or any change in the application or official interpretation of the LAC Rules or the FIRO, in any such case becoming effective on or after the Drawdown Date.

「**金融管理專員**」指根據外匯基金條例（香港法例第 66 章）第 5A(1)條任命的人士。

"**Monetary Authority**" means the person appointed under section 5A(1) of the Exchange Fund Ordinance (Cap. 66 of the Laws of Hong Kong).

「**不付款事件**」指以下情況的發生：未支付貸款的任何到期利息或未償還任何到期本金的期間達到或超過 14 天。為避免疑義，如任何利息根據貸款的條款或在行使香港處置機制當局權力後（在各種情況下，全部或部分）被取消或視為被取消（且不會由於該（在各種情況下，全部或部分）取消或視為被取消而導致不付款事件發生或被視為發生），該利息不應成為到期應付。

A "**Non-Payment Event**" will occur if default is made for a period of 14 days or more in the payment of any interest or repayment of any principal due on the Loan. For the avoidance of doubt, no interest will be due and payable if such interest has been cancelled or deemed to be cancelled (in each case, in whole or in part) in accordance with the terms of the Loan or following the exercise of any Hong Kong Resolution Authority Power (and no Non-Payment Event will occur or be deemed to have occurred

as a result of such cancellation or deemed cancellation (in each case, in whole or in part)).

「不可持續營運事件」指：

"Non-Viability Event" means:

(a) 就構成 LAC 貸款的某項貸款而言，金融管理專員書面通知借款人：

in the case of the Loan that is a LAC Loan, the Monetary Authority notifying the Borrower in writing that:

(i) 金融管理專員信納，借款人已不再可持續經營，或相當可能不再可持續經營，且無合理機會出現以下情況（在處置機制以外）屬私營範疇的任何行動，會令借款人在合理期間內，恢復可持續經營(在上述兩種情況下，均不得將任何 LAC 債務票據撇減或轉換為普通股計算在內)；以及

the Monetary Authority is satisfied that the Borrower has ceased, or is likely to cease, to be viable and there is no reasonable prospect that private sector action (outside of resolution) would result in it again becoming viable within a reasonable period (in both cases, without taking into account the write-down of the Loan or the write-down or conversion into ordinary shares of any other LAC debt instruments); and

(ii)

(A) 金融管理專員已通知母集團處置機制當局，該當局擬根據本定義第(a)(i)段通知借款人；以及

the Monetary Authority has notified the Home Authority of the Monetary Authority's intention to notify the Borrower as described under paragraph (a)(i) of this definition; and

(B) 母集團處置機制當局：

the Home Authority:

(1) 已同意將借款人發行的內部非資本 LAC 債務票據（包括 LAC 貸款），作撇減或轉換；或

has consented to the write-down or conversion of the internal non-capital LAC debt instruments (including the LAC Loans) issued by the Borrower; or

(2) 在接獲本定義第(a)(ii)(A)節所指的通知後 24 小時內，沒有反對將借款人發行的內部非資本 LAC 債務票據（包括 LAC 貸款），作撇減或轉換；或

has not, within 24 hours after receiving notice under paragraph (a)(ii)(A) of this definition, objected to the write-down or conversion of the internal non-capital LAC debt instruments (including the LAC Loans) issued by the Borrower; or

(b) 就 AT1 貸款或 T2 貸款而言，以下時間中較早的日期：

in the case of an AT1 Loan or a T2 Loan, the earlier of:

(i) 金融管理專員以書面通知借款人，金融管理專員認為需要作出撇賬，否則借款人將不可持續營運；及

the Monetary Authority notifying the Borrower in writing that the Monetary Authority is of the opinion that a Write-off is necessary, without which the Borrower would become non-viable; and

(ii) 金融管理專員以書面通知借款人，具權限作出決定的政府當局、政府人員或其他相關監管機構已決定需要由公營部門注資或提供相等支援，否則借款人將不可持續營運。

the Monetary Authority notifying the Borrower 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 Borrower would become non-viable.

「可選提前還款日」指貸款細節指定為可選提前還款日的任何日期。

"**Optional Early Repayment Date**" means any date specified as such in the Loan Particulars.

「中國」指中華人民共和國，（僅為本附件或貸款細節之目的）不包括香港特別行政區、澳門特別行政區和臺灣。

"**PRC**" means the People's Republic of China excluding (for the purposes of this Schedule or the Loan Particulars only) the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

「利率」具有第 2.1(b)條（利率）規定的含義。

"**Rate of Interest**" has the meaning given to that term in paragraph 2.1(b) (*Rate of Interest*).

「相關債權人」指借款人的任何存款人、一般債權人和借款人的任何後償債權人（包括二級資本票據的任何債權人和根據本主協議向借款人提供任何 LAC 貸款的債權人），但 AT1 貸款項下明確表示其申索與貸款人在 AT1 貸款項下的申索明確表示享有同等或劣後權益的債權人除外。

"**Relevant Creditors**" means any depositors, general creditors of the Borrower and any subordinated creditors of the Borrower (including any creditors in respect of Tier 2 capital instruments and the Lender under any LAC Loan made pursuant to this Master Agreement to the Borrower) other than those whose claims are expressed to rank *pari passu* or junior to the claims of the Lender under an AT1 Loan.

「**相關香港處置機制當局**」指有能力不時針對借款人行使香港處置機制當局權力的任何當局。

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

「**還款日**」指：

"**Repayment Date**" means:

(a) 最終還款日（若有）；或

the Final Repayment Date, if any; or

(b) 在根據行使以下任何權利償還貸款的到期日：

any due date for the repayment of the Loan pursuant to:

(i) 根據第 3.2 條（**可選提前還款**）項下在可選提前還款日償還（全部或部分）貸款的權利；

a right to repay the Loan (in whole or in part) on an Optional Early Repayment Date pursuant to paragraph 3.2 (*Optional Early Repayment*);
or

(ii) 根據第 3.3 條（**由於稅務原因提前還款**）、第 3.4 條（**AT1 貸款或 T2 貸款資本不合規後的提前還款**）或第 3.5 條（**吸收虧損不合規事件後的提前還款**）項下償還（全部而不是部分）貸款權利。

a right to repay the Loan (in whole but not in part) pursuant to paragraph 3.3 (*Early Repayment for Taxation Reasons*), 3.4 (*Early Repayment following Capital Disqualification for AT1 Loans or T2 Loans*) or 3.5 (*Early Repayment following Loss Absorption Disqualification Event*).

「**優先債權人**」指借款人的所有存款人（若有）及所有其他債權人，但其申索與貸款人在 T2 貸款項下的申索享有或明確表示享有同等或劣後權益的申索人除外。

"**Senior Creditors**" means all depositors, if any, and all other creditors of the Borrower other than claimants whose claims rank or are expressed to rank *pari passu* with or junior to a T2 Loan.

「**SHIBOR**」(上海銀行間同業拆放利率)指全國銀行間同業拆借中心(或接管利率管理的任何其他人)於相關期間的第一天上午 11 點(香港時間)(在管理人進行任何修正、再計算或重新公佈之前)公佈期間長度與相關期間相等並由全國銀行間同業拆借中心管理的人民幣上海銀行間同業拆放利率。

"**SHIBOR**" means the Shanghai interbank offered rate administered by the National Interbank Funding Center of the PRC (or any other person which takes over the administration of that rate) for RMB for the relevant period published (before any correction, recalculation or republication by the administrator) by the National Interbank Funding Center of the PRC (or any other person which takes over the publication of that rate), as of 11:00 a.m. (Hong Kong time) on the first day of the relevant period and for a period equal in length to the relevant period.

「**指明貨幣**」指貸款細節指明的貸款本金金額所用的貨幣，即人民幣、美元或港元。

"**Specified Currency**" means the currency, being one of RMB, USD or HKD, in which the principal amount of the Loan is denominated, as specified in the Loan Particulars.

「**SOFR**」(有擔保隔夜融資利率)指就某一時期而言，由紐約聯邦儲備銀行(或接管該利率管理的任何其他人)公佈的由紐約聯邦儲備銀行(或接管該利率公佈的任何其他人)管理的有擔保隔夜融資利率(**SOFR**)，報價時間為該期間第一天之前的五個美國政府證券營業日的上午 8 時(紐約時間)。

"**SOFR**" means, in relation to a period, the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate), as of 8:00 a.m. (New York time) on the date falling five US Government Securities Business Days prior to the first day of that period.

「**具償債能力**」指，就借款人而言：

"**Solvent**" means, in relation to the Borrower, that:

(a) 其有能力償還其到期債務；及

it is able to pay its debts as they fall due; and

(b) 其資產超過其債務(不包括其對相關債權人以外的債權人的債務，並且也不包括(為避免疑義)其與貸款的本金和利息相關的債務)。

its Assets exceed its Liabilities (excluding its liabilities to creditors who are not Relevant Creditors and excluding also (for the avoidance of doubt) its liabilities in respect of principal and interest in respect of the Loan).

「**稅務事件**」如以下情況出現須被視為已發生：若(由於稅法變更)發生以下任何情形：

A "**Taxation Event**" shall be deemed to occur if (as a result a Tax Law Change):

- (a) 在支付在該時間或其之後發生的貸款利息的任何日期，借款人需要根據第 4.4 條（稅收）支付任何額外金額；

on any date for the payment of interest on the Loan occurring at or after that time, the Borrower would be required to pay any additional amounts in accordance with paragraph 4.4 (*Taxation*);

- (b) 如借款人要求在該時間償還貸款（為該目的，不應考慮借款人是否有權償還貸款），借款人需要根據第 4.4 條（稅收）支付任何額外金額；或

if the Borrower were to seek to repay the Loan at that time (for which purpose no regard shall be given to whether or not the Borrower would otherwise be entitled to repay the Loan), the Borrower would be required to pay any additional amounts in accordance with paragraph 4.4 (*Taxation*); or

- (c) 在支付在該時間或其之後發生的貸款利息的任何日期，就香港利得稅而言，貸款項下或與之相關的利息款的扣減（或借款人的帳目中確認的融資成本）受到不利影響。

on any date for the payment of interest on the Loan occurring at or after that time, the deductibility of interest payments (or funding costs of the Borrower as recognised in its accounts) under or with respect to the Loan is adversely impacted for Hong Kong profits tax purposes.

「稅法變更」指中國或香港或其擁有徵稅權的任何政府部門或政治分支對法律法規的任何變更或修訂，或該等法律法規的適用或官方解釋的任何變更，該等變更或修訂在提款日或其之後生效。

A "Tax Law Change" means a change in, or amendment to, the laws or regulations of the PRC or Hong Kong or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Drawdown Date.

「定期 SOFR」指由芝商所基準管理有限公司（或接管該利率管理的任何其他人）管理的相關期間（在管理人進行任何更正、重新計算或重新公佈之前）的 SOFR 參考利率，由芝商所基準管理有限公司（或接管該利率公佈的任何其他人）在該期間第一天前兩個美國政府證券營業日約上午 6 時（紐約時間）前公佈。

"Term SOFR" means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate), as of two US Government Securities Business Days before approximately 6:00 a.m. (New York time) on the first day of the relevant period.

「二級資本票據」具有銀行業（資本）規則規定的含義。

"Tier 2 capital instrument" has the meaning given to it by the Banking (Capital) Rules.

「非後償債權人」指借款人的所有存款人（若有）及所有其他債權人，但其申索與貸款人在 LAC 貸款項下的申索享有或明確表示享有同等或劣後權益的申索人除外。

"Unsubordinated Creditors" means all depositors, if any, and all other creditors of the Borrower other than claimants whose claims rank or are expressed to rank *pari passu* with or junior to a LAC Loan.

「美國政府證券營業日」指除下列以外的日期：

"US Government Securities Business Day" means any day other than:

(a) 星期六或星期日；或

a Saturday or a Sunday; or

(b) 證券業與金融市場協會（或任何繼任組織）建議其成員的固定收益部門全天停止交易美國政府證券之日。

a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

在以下情況下，將發生「清盤事件」：

A "Winding-up Event" will occur if:

(a) 香港具有管轄權的法院作出借款人清算或清盤的判決，並且在作出該判決後 30 個日曆日內未能成功上訴；或

a court of competent jurisdiction in Hong Kong makes an order for the Borrower's liquidation or winding-up which is not successfully appealed within 30 calendar days of the making of such order; or

(b) 借款人的普通股股東通過借款人清盤的有效決議，

the Borrower's ordinary shareholders adopt an effective resolution for its winding-up,

但是，就(a)項或(b)項而言，不涉及破產或不涉及資不抵債的重組、合併或聯合計劃項下或與之相關的各項除外。

other than, in the case of either (a) or (b), under or in connection with a scheme of reconstruction, merger or amalgamation not involving a bankruptcy or insolvency.

「撇賬」或「被撇賬」具有第 4.2 條（不可持續營運）規定的含義。

"Write-off" or **"Written-off"** has the meaning given to that term in paragraph 4.2 (*Non-Viability*).

附件 2
貸款協議格式

SCHEDULE 2
FORM OF LOAN AGREEMENT

本貸款協議由以下各方於[•]簽署；

THIS LOAN AGREEMENT is dated [•] and made between:

- (1) 中國銀行股份有限公司（一家在中華人民共和國設立的股份有限公司）[（通過其任何分行行事）]（「貸款人」）；以及

BANK OF CHINA LIMITED (a company limited by shares incorporated in the People's Republic of China)[, acting through its [•] branch]¹ (the "**Lender**"); and

- (2) 中國銀行（香港）有限公司（「借款人」）。

BANK OF CHINA (HONG KONG) LIMITED (the "**Borrower**").

雙方達成協議如下：

IT IS AGREED as follows:

1. 貸款人同意根據本協議的條款和條件向借款人提供貸款（「貸款」），借款人同意根據本協議的條款和條件向貸款人籌借貸款。

The Lender agrees to make available to the Borrower, and the Borrower agrees to borrow from the Lender, a loan (the "**Loan**") upon the terms and conditions of this Agreement.

2. 下文所列的貸款細節（「貸款細節」）將適用貸款。

The loan particulars (the "**Loan Particulars**") set out below will apply to the Loan.

3. 貸款的條款由以下各項構成：(a)雙方於 2022 年_____簽署的主協議附件 1 規定的主條款和條件（「主條款和條件」），主條款和條件將通過援引納入本貸款協議，如同本貸款協議完全規定主條款和條件一樣；以及(b)貸款細節。

The terms of the Loan are formed by (a) the master terms and conditions (the "**Master Terms and Conditions**") set out in Schedule 1 to the Master Agreement dated _____ 2022 between the parties which are incorporated by reference in this Agreement as if fully set out herein and (b) the Loan Particulars.

4. 貸款將在貸款細節規定的提款日發放。

¹ 根據情況刪除/填寫。

¹ Delete / complete as appropriate.

The Loan is made on the Drawdown Date specified in the Loan Particulars.

5. 除非本協議規定不同的含義，本協議中的術語應具有主條款和條件第 5 條（定義）定義規定的含義。

Terms defined in paragraph 5 (*Definitions*) of the Master Terms and Conditions have the same meaning in this Agreement unless given a different meaning in this Agreement.

6. 如主條款和條件與貸款細節存在任何不一致之處，以貸款細節為準。

If and to the extent there is an inconsistency between (a) the Master Terms and Conditions and (b) the Loan Particulars, the Loan Particulars shall prevail.

貸款細節	
Loan Particulars	
借款人： Borrower:	中國銀行（香港）有限公司 Bank of China (Hong Kong) Limited
貸款人： Lender:	中國銀行股份有限公司（一家在中華人民共和國設立的股份有限公司）[（通過其[●]分行行事）] ² Bank of China Limited (a company limited by shares incorporated in the People's Republic of China)[, acting through its [●] branch] ²
貸款人的母集團處置 機制當局： Home Authority of the Lender:	[中國銀行保險監督管理委員會和中國人民銀行] [China Banking and Insurance Regulatory Commission and People's Bank of China]
貸款類型： Type of Loan:	[AT1 貸款/T2 貸款/LAC]貸款 [AT1/T2/LAC] Loan
本金金額： Principal amount:	[人民幣/美元/港元][●] [RMB/USD/HKD][●]
提款日： Drawdown Date:	[●]

² 根據情況刪除/填寫。

² Delete / complete as appropriate.

貸款細節 Loan Particulars	
利率： Rate of Interest:	
固定利率貸款： <i>Fixed Rate Loan:</i>	年息百分之[●] [●] per cent. per annum
固定至浮動利率貸款： <i>Fixed to Floating Rate Loan:</i>	自提款日至[● - (就 <i>AT1</i> 貸款或 <i>T2</i> 貸款而言) 發行後至少五年，或 (就 <i>LAC</i> 而言) 至少到期前一年]：年息百分之[●] From Drawdown Date until [● – at least five years after issue if <i>AT1</i> or <i>T2</i> , or one year before maturity if <i>LAC</i>]: [●] per cent. per annum 在此後的所有時間：以下各項之和： At all times thereafter: the sum of: (a) [SHIBOR / CNH HIBOR / SOFR / 定期 SOFR / HIBOR / HONIA]；以及 [SHIBOR / CNH HIBOR / SOFR / Term SOFR / HIBOR / HONIA]; and (b) 年息百分之[● - 無步升] [● - no step up] per cent. per annum
浮動利率貸款： <i>Floating Rate Loan:</i>	以下各項之和： The sum of: (a) [SHIBOR / CNH HIBOR / SOFR / 定期 SOFR / HIBOR / HONIA]；以及 [SHIBOR / CNH HIBOR / SOFR / Term SOFR / HIBOR / HONIA]; and (b) 年息百分之[● - 無步升] [● - no step up] per cent. per annum

貸款細節 Loan Particulars	
付息日： Interest Payment Dates:	[●][至[●]，此後[●]、][●]、[●] 和 [●]。 [●] [until [●] and thereafter [●],[●],[●] and [●].
最終還款日： Final Repayment Date:	[[●]，但前提是： [[●], provided that: (a) T2 貸款而言，最終還款日應不早於提款日後五年；或 in the case of a T2 Loan, the Final Repayment Date shall fall no earlier than five years after the Drawdown Date; or (b) 就 LAC 貸款而言，最終還款日應不早於提款日後一年。] in the case of a LAC Loan, the Final Repayment Date shall fall no earlier than one year after the Drawdown Date.] /[不適用] ³ . /[Not applicable] ³ .
可選提前還款日： Optional Early Repayment Date:	[●]或此後的任何付息日， 但前提是 就 AT1 貸款或 T2 貸款而言，可選提前還款日應不早於提款日後五年。 [●] or any Interest Payment Date thereafter, provided that in the case of an AT1 Loan or a T2 Loan, no Optional Early Repayment Date shall fall earlier than five years after the Drawdown Date.
其他條款（如不同於主條款和條件規定的條款）： Other terms if different from terms embedded in Master	[●]

³ 只適用 AT1 貸款。

³ Applicable to AT1 Loan only.

貸款細節 Loan Particulars	
Terms and Conditions:	
日數計算常規： Day Count Fraction:	[•]

7. 本協議受香港法律管轄。

This Agreement is governed by Hong Kong law.

8. 本協議可採用多份對等文本方式簽立，每份對等文本具有同等效力，如同在不同對等文本之上的簽字是在同一份本協議文本上的簽字一樣。

This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

9. 本協議以英文和中文書寫。如英文版本和中文版本之間存在任何不一致，則以本協議中文版本為準。

This Agreement is written in English language and Chinese language. The Chinese version of this Agreement shall prevail in the event of any inconsistency between the English version and the Chinese version.

10. 倘若在任何時間，根據任何司法管轄區的任何法律，本協議的任何條款或義務在任何方面屬於或成為非法、無效或無法強制執行，其餘條款或義務的合法性、效力或可強制執行性或該等條款或義務在任何其他司法管轄區的法律項下的合法性、效力或可強制執行性一概不受任何方式受到影響或損害。

If, at any time, any provision of or any obligation under this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions or obligations nor the legality, validity or enforceability of such provision or obligation under the law of any other jurisdiction will in any way be affected or impaired.

本協議已於本協議頁首所述日期簽署。

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

貸款協議簽字頁

SIGNATURES TO LOAN AGREEMENT

中國銀行股份有限公司（一家在中華人民共和國設立的股份有限公司）[（通過其[●]分行行事）]⁴

BANK OF CHINA LIMITED (a company limited by shares incorporated in the People's Republic of China)[, acting through its [●] branch]⁴

簽字: _____

By:

中國銀行（香港）有限公司

BANK OF CHINA (HONG KONG) LIMITED

簽字: _____

By:

⁴ 根據情況刪除/填寫。

⁴ Delete / complete as appropriate.

主協議簽字頁

SIGNATURES TO MASTER AGREEMENT

中國銀行股份有限公司（一家在中華人民共和國設立的股份有限公司）

BANK OF CHINA LIMITED (a company limited by shares incorporated in the People's Republic of China)

簽字: _____

By:

中國銀行（香港）有限公司

BANK OF CHINA (HONG KONG) LIMITED

簽字: _____

By: