

第三章 本期债券情况

一、主要发行条款 Basic Issue Terms

1、债券名称 Name of the Bonds

中国建设银行股份有限公司 2024 年总损失吸收能力非资本债券(第一期)。

China Construction Bank Corporation 2024 Total Loss-Absorbing Capacity Eligible Non-Capital Bonds (Series 1).

2、发行人 The Issuer

中国建设银行股份有限公司。

China Construction Bank Corporation.

3、基本发行规模 Basic Issuance Size

本期债券基本发行规模为人民币 300 亿元,其中品种一基本发行规模为人民币 200 亿元,品种二基本发行规模为人民币 100 亿元。

The basic issuance size of the Bonds is RMB 300 billion. RMB 200 billion for Tranche 1, and RMB 100 billion for Tranche 2.

4、债券期限 Maturity Date

本期债券品种一为 4 年期固定利率债券,在第 3 年末附有条件的发行人赎回权。发行人在满足监管要求的前提下有权按面值部分或全部赎回本期债券。

Tranche 1: 4 years Fixed-rate Bonds with conditional redemption right by the Issuer at the end of the 3rd year. With the satisfaction of the regulatory requirements, the Bonds are redeemable in whole or in part at the option of the Issuer at their outstanding principal amount.

本期债券品种二为 6 年期固定利率债券,在第 5 年末附有条件的发行人赎回权。发行人在满足监管要求的前提下有权按面值部分或全部赎回本期债券。

Tranche 2: 6 years Fixed-rate Bonds with conditional redemption right by the

Issuer at the end of the 5th year. With the satisfaction of the regulatory requirements, the Bonds are redeemable in whole or in part at the option of the Issuer at their outstanding principal amount.

5、超额增发权 Over-Issuance Right

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

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

6、债券性质 Nature of the Bonds

总损失吸收能力非资本债券是指，全球系统重要性银行为满足总损失吸收能力要求而发行的、具有吸收损失功能、不属于商业银行资本的金融债券。本期债券符合《全球系统重要性银行总损失吸收能力管理办法》《关于全球系统重要性银行发行总损失吸收能力非资本债券有关事项的通知》的相关要求。

The TLAC-eligible non-capital bonds refer to the financial bonds issued by the Global Systemically Important Banks (G-SIBs) to meet the TLAC requirements, capable of absorbing losses, yet not counted in the capital of commercial banks. The Bonds meet the regulatory requirements of the *Administrative Measures on the Total Loss-absorbing Capacity of Global Systemically Important Banks* and the *Notice on the Issuance of Total Loss-Absorbing Capacity Eligible Non-Capital Bonds by Global Systemically Important Banks*.

7、受偿顺序 Subordination

本期债券本金的清偿顺序和利息支付顺序均在发行人的除外负债之后，股权资本、其他一级资本工具、混合资本债券、二级资本工具等其他各级别合格资本工具之前；本期债券与发行人已发行的与本期债券偿还顺序相同的其他债务工具处于同一清偿顺序，与未来可能发行的与本期债券偿还顺序相同的其他债务工具同顺位受偿。

The claims of the Bondholders for payment of principal and any interest under the Bonds will be subordinated to excluded liabilities and shall rank in priority to the claims of all holders of equity capital, additional Tier 1 capital instruments, hybrid capital bonds, Tier 2 capital instruments and any other various tiers of eligible capital instruments, present or future, and will rank pari passu with the claims under any other debt instruments that rank pari passu with the Bonds of the Issuer, present or future.

根据现行的监管规定，除外负债包括：1.受保存款；2.活期存款和原始期限一年以内的短期存款；3.衍生品负债；4.具有衍生品性质的债务工具，如结构性票据等；5.非合同产生的负债，如应付税金等；6.根据《中华人民共和国企业破产法》等相关法律法规规定，优先于普通债权受偿的负债；7.根据法律法规规定，难以核销、减记或转为普通股的负债。

According to the current regulatory provisions, excluded liabilities includes: 1. Insured deposits; 2. Sight deposits and short term deposits with original maturity of less than one year; 3. Liabilities arising from derivatives; 4. Debt instruments with derivative-linked features, such as structured notes; 5. Liabilities arising other than through a contract, such as tax liabilities; 6. Liabilities which are preferred to common claims under the *Law of the People's Republic of China on Enterprise Bankruptcy* or relevant laws; 7. Any liabilities that, according to laws and regulations, cannot be written off, written down or converted into equity.

如相关法律法规对发行人适用的债务受偿顺序作出修改或另行约定的，以相关法律法规规定为准。

If relevant regulations are applicable, such relevant laws and regulations shall prevail.

8、发行人赎回权 Redemption Rights of the Issuer

本期债券设定一次发行人选择提前赎回的权利。发行人可以选择在本期债券设置提前赎回权的计息年度的最后一日，按面值一次性部分或全部赎回本期债券。本期债券到期前，如果发行人赎回将导致其不满足外部总损失吸收能力要求，则未经人民银行批准，发行人不得赎回本期债券。

The Bonds are redeemable in whole or in part at the option of the Issuer. The Issuer could choose to redeem the Bonds in whole or in part of their outstanding principal amount on the last day of the interest accrual year in which the redemption right is set. The Bonds should not be redeemable by the Issuer prior to maturity without the PBOC's approval if the redemption would lead to a breach of external TLAC requirements.

在本期债券发行后，如不可预计的监管政策变化导致本期债券不再计入发行人总损失吸收能力，则发行人有权在该等变化或调整发生后，在履行相关程序的前提下，全部而非部分地赎回本期债券。

If, after the issuance, the Bonds no longer qualify as eligible TLAC instruments as a result of an unforeseeable change or amendment to relevant provisions of supervisory regulations, the Issuer may redeem the whole but not part of the Bonds after implementation of relevant procedures.

在满足赎回条件的前提下，发行人若选择行使赎回权，将根据有关规定提前发出债券赎回公告，通知债券持有人有关赎回执行日、赎回金额、赎回程序、付款方法、付款时间等具体安排。

Under the premise of meeting redemption conditions, if the Issuer chooses to exercise the right of redemption, the Issuer will comply with relevant procedures in accordance with the requirements of relevant regulators and a Redemption Notice shall be given to the Bondholders in advance, including the redemption date, amount

of redemption, redemption procedures, payment methods, payment time and other specific arrangements.

9、损失吸收条款 Loss-Absorbing Method

当发行人进入处置阶段时, 人民银行、国家金融监督管理总局可以强制要求, 在二级资本工具全部减记或者转为普通股后, 将本期债券进行部分或全部减记。发行人将就本期债券将被减记的金额、减记金额的计算方式、减记的执行日以及减记执行程序予以公告, 并通知本期债券持有人。

Where the Issuer enters resolution and has already written down or converted into equity all of its Tier 2 capital instruments, the People's Bank of China or the National Administration of Financial Regulation has the power to require mandatory write down of all or a portion of the Bonds. The Issuer shall make a public announcement and give notice to the Bondholders on the amount, the calculation method thereof, together with the implementation date and procedures, of such write-down.

本期债券不适用破产抵销或净额结算等影响损失吸收能力的机制安排。

The Bonds are not subject to set off or netting rights that would undermine their loss-absorbing capacity in resolution.

10、票面利率 Interest Rate

本期债券采用固定利率形式。最终票面利率将通过簿记建档、集中配售方式确定。票面利率一经确定, 在债券存续期内固定不变。

The interest rate of the Bonds will be fixed and unchanged once determined. The interest rate of the Bonds will be determined by book running and centralized allocation.

11、计息方式 Calculation of Interest

本期债券采用单利按年计息, 不计复利, 逾期不另计罚息。

The interest rate of the Bonds is calculated on a single interest basis annually,

without compound interest and overdue penalty interest.

12、发行范围及对象 **Investors of the Offering**

本期债券面向全国银行间债券市场机构投资者发行（国家法律、法规禁止购买者除外）。发行人承诺，发行人及受其控制或有重要影响的关联方不购买本期债券，且发行人不会直接或间接为购买本期债券提供融资。

The target investors of the Bonds are the institutions of the China Interbank Bond Market (except for the investors banned by laws and regulations). Neither the Issuer nor a related party over which the Issuer exercise control or significant influence can purchase the Bonds, nor can the Issuer directly or indirectly fund the purchase of the Bonds.

13、发行方式 **Issuing Method**

本期债券由主承销商组织承销团，通过簿记建档、集中配售方式在全国银行间债券市场发行。

The underwriters will form an underwriting syndicate and the Bonds will be issued in the China Interbank Bond Market through book running and centralized allocation.

14、债券面值 **Denomination**

本期债券的单位票面金额为人民币 100 元，即每一记账单位对应的债券本金为人民币 100 元。

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

15、债券形式 **Form of the Bonds**

本期债券采用实名制记账式。

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

16、发行价格 **Issue Price**

本期债券将按票面金额平价发行。

The Bonds will be issued at the par value.

17、最小认购金额 Minimum Purchase Amount

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

The minimum purchase amount for the Bonds is RMB 10 million and must be a multiple of RMB 10 million.

18、发行首日 First Date of the Issuing Period

2024 年 8 月 8 日。

August 8, 2024.

19、簿记建档日 Date of Booking Running

2024 年 8 月 8 日。

August 8, 2024.

20、发行期限 Issuing Period

2024 年 8 月 8 日起至 2024 年 8 月 12 日止，共 3 个工作日。

The Issuing Period of the Bonds is from August 8, 2024 to August 12, 2024, with a total of 3 business days.

21、缴款截止日 Payment Settlement Date

2024 年 8 月 12 日。

August 12, 2024.

22、起息日 Interest Commencement Date

2024 年 8 月 12 日。

August 12, 2024.

23、计息期限 Interest Accrual Period

如果发行人不行使赎回权，本期债券品种一的计息期限自 2024 年 8 月 12 日至 2028 年 8 月 11 日；如果发行人行使赎回权，则本期债券品种一被赎回部分的计息期限自 2024 年 8 月 12 日至 2027 年 8 月 11 日。

If the Issuer does not exercise the right of redemption, for the Bonds Tranche 1, Interest accrual period is from August 12, 2024 to August 11, 2028. If redemption right is exercised, then interest accrual period is from August 12, 2024 to August 11, 2027.

如果发行人不行使赎回权，本期债券品种二的计息期限自 2024 年 8 月 12 日至 2030 年 8 月 11 日；如果发行人行使赎回权，则本期债券品种二被赎回部分的计息期限自 2024 年 8 月 12 日至 2029 年 8 月 11 日。

If the Issuer does not exercise the right of redemption, for the Bonds Tranche 2, Interest accrual period is from August 12, 2024 to August 11, 2030. If redemption right is exercised, then interest accrual period is from August 12, 2024 to August 11, 2029.

24、付息日 Interest Payment Date

本期债券品种一的付息日为存续期内每年的 8 月 12 日，如遇法定节假日或休息日，则付息顺延至下一个工作日，顺延期间应付利息不另计息。

For the Bonds Tranche 1, the interest payment date of the Bonds shall be August 12 of each year. If any interest payment date falls on a day which is an official holiday or non-working day in the PRC, it shall be postponed to the next following day which is a business day, and any such postponed payment will not bear interest.

本期债券品种二的付息日为存续期内每年的 8 月 12 日，如遇法定节假日或休息日，则付息顺延至下一个工作日，顺延期间应付利息不另计息。

For the Bonds Tranche 2, the interest payment date of the Bonds shall be August 12 of each year. If any interest payment date falls on a day which is an official holiday or non-working day in the PRC, it shall be postponed to the next following day which is a business day, and any such postponed payment will not bear interest.

25、兑付日 Redemption Date

如果发行人不行使赎回权，则本期债券品种一的兑付日为 2028 年 8 月 12 日，品种二的兑付日为 2030 年 8 月 12 日；如果发行人行使赎回权，则本期债券品种一被赎回部分的兑付日为 2027 年 8 月 12 日，品种二被赎回部分的兑付日为 2029 年 8 月 12 日。

If the Issuer does not exercise the right of redemption, the redemption date of the Bonds Tranche 1 shall be August 12,2028, the redemption date of the Bonds Tranche 2 shall be August 12,2030. If redemption right is exercised by the Issuer, then the redemption date of the Bonds Tranche 1 shall be August 12, 2027, the redemption date of the Bonds Tranche 2 shall be August 12,2029.

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

26、提前兑付或赎回 Right of Acceleration or Redemption

债券持有人无权要求发行人在债券兑付日前提前兑付或赎回本期债券。

The Bondholders shall not have any right to declare any payment of principal or interest under the Bonds immediately due and payable prior to maturity. The Bonds are not redeemable by the holders prior to maturity.

27、递延兑付 Deferred Payment

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

The payment of the principal and interest of the Bonds does not include deferred payment terms. When the requirements of regulatory institutions for the repayment of principal and interest of the Bonds applies, the principal and interest of the Bonds

cannot be deferred or canceled.

28、本息兑付方法 **Principal and Interest Payment Method**

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

The Bonds pay interest on the interest payment date. The Bonds will be repaid at the redemption date when the Bonds mature or redeem. Specific interest payment methods and principal payment methods shall be disclosed by the Issuer in the relevant announcement issued by the competent department designated media in accordance with the relevant provisions. The payment of the principal and interest of the Bonds will be conducted by the trustee of the Bonds.

29、担保方式 **Guarantee Mode**

本期债券无担保。

No Guarantee.

30、交易流通 **Trading and Circulation**

本期债券发行结束后，将按照全国银行间债券市场债券交易的有关规定进行交易流通。

The Bonds will be traded in accordance with relevant provisions on the China Interbank Bond Market after the issuance.

31、债券信用评级 **Credit Rating**

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

According to the rating result of Golden Credit Rating International Co., Ltd., the credit rating of the Issuer is AAA, and the credit rating of the Bonds is AAA.

32、托管人 **Trustee**

本期债券的托管人为银行间市场清算所股份有限公司。

The trustee of the Bonds is the Shanghai Clearing House.

33、税务提示 Taxation

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

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

34、募集资金用途 Use of Proceeds

本期债券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用于提升发行人总损失吸收能力。

The net proceeds from the issuance of the Bonds after deducting offering related expenses are to be used to improve the total loss-absorbing capacity of the Issuer, in accordance with applicable laws and subject to the approval of the competent authorities.

35、监管要求更新 Variation

本期债券存续期内，在有关主管部门出台新的总损失吸收能力监管要求时或对现有总损失吸收能力监管要求进行重大修改时，为继续符合总损失吸收能力非资本债务工具合格标准的监管要求，发行人将在法律法规允许范围内，按照监管要求修改本期债券发行方案及相关文件。

Throughout the entire course of existence of the Bonds, when any relevant competent authority issues new TLAC regulatory requirements or makes significant changes to existing TLAC regulatory requirements, the Issuer shall, in accordance with regulatory requirements and within the scope permitted by laws and regulations, vary the Terms and Conditions of the issuance and relevant documents of the Bonds.

36、风险提示 Risk Warning

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

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

二、认购与托管

投资者在认购本期债券时，须注意以下认购和托管事项：

1、本期债券由主承销商组织承销团，通过簿记建档集中配售方式在全国银行间债券市场发行；

2、本期债券最小认购金额是人民币 1,000 万元，且必须是人民币 1,000 万元的整数倍；

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

4、本期债券发行结束后，由主承销商向上海清算所统一办理本期债券的登记托管工作；

5、投资者办理认购、登记和托管手续时，不需缴纳任何附加费用。在办理登记和托管手续时，须遵循债券托管机构的有关规定；

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

三、发行人的声明或保证

发行人作为本期债券的发行人向投资者声明和保证如下：

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

2、发行人有充分的权力、权利和授权从事本募集说明书规定的发债行为，并已采取本期债券发行所必需的法人行为和其他行为；

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

4、发行人已经按照监管机关、主管部门和其他有关机构的要求，按时将所有的报告、决议、申报单或其他要求递交的文件以适当的形式向其递交、登记或备案；

5、目前发行人的最新财务报表是按中国适用法律、法规和条例以及会计准则编制的，该财务报表在所有重大方面均完整、真实、公允地反映了发行人在有关会计期间结束时的财务状况以及在该会计期间的业绩；

6、本期债券在存续期间将遵循监管部门相关监管政策的调整的各项要求；

7、发行人向投资者提供的全部资料在一切重大方面是真实和准确的；

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

四、投资者的认购承诺

购买本期债券的投资者被视为作出以下承诺：

1、投资者有充分的权力、权利和授权购买本期债券，并已采取购买本期债券所必需的行为；

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

3、本期债券本金的清偿顺序和利息支付顺序均在发行人的除外负债之后，股权资本、其他一级资本工具、混合资本债券、二级资本工具等其他各级别合格

资本工具之前；本期债券与发行人已发行的与本期债券偿还顺序相同的其他债务工具处于同一清偿顺序，与未来可能发行的与本期债券偿还顺序相同的其他债务工具同顺位受偿。根据现行的监管规定，除外负债包括：1.受保存款；2.活期存款和原始期限一年以内的短期存款；3.衍生品负债；4.具有衍生品性质的债务工具，如结构性票据等；5.非合同产生的负债，如应付税金等；6.根据《中华人民共和国企业破产法》等相关法律法规规定，优先于普通债权受偿的负债；7.根据法律法规规定，难以核销、减记或转为普通股的负债。如相关法律法规对发行人适用的债务受偿顺序作出修改或另行约定的，以相关法律法规规定为准；

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

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

6、本期债券发行完成后，发行人根据日后业务经营的需要并经有关审批部门批准后，可能继续增发新的与本期债券偿还顺序相同的债券，或偿还顺序优先于本期债券的其他债务，而无需征得本期债券投资者的同意。

五、本期债券信息披露事宜

发行人将按照监管机关和主管部门的要求，真实、准确、充分、及时地对与本期债券有关的信息予以披露，主要包括定期报告、重大事件和跟踪信用评级报告披露等。

（一）定期报告

根据监管规定有关要求，发行人将及时披露定期报告。

（二）重大事件披露

对影响发行人履行债务的重大事件，发行人将及时向主管部门和监管机构报告该事件有关情况，并按照其指定的方式向投资者进行披露。

（三）跟踪信用评级报告披露

债券存续期间，发行人将于每年7月31日前披露跟踪信用评级报告。

(四) 本息兑付的信息披露

发行人将于每次付息日前 2 个工作日通过中国货币网和上海清算所网站公布付息公告，最后一次付息暨兑付日前 5 个工作日公布兑付公告。

发行人将根据《全国银行间债券市场金融债券发行管理办法》《全国银行间债券市场金融债券发行管理操作规程》《全国银行间债券市场金融债券信息披露操作细则》《全球系统重要性银行总损失吸收能力管理办法》和《关于全球系统重要性银行发行总损失吸收能力非资本债券有关事项的通知》等规定对其他信息进行披露。

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

六、本期债券本息偿付资金来源

偿还本期债券的本金与利息的资金来源由发行人提供。