

第四章 本期债券情况¹

一、主要发行条款 Terms and Conditions

1、债券名称 Name of the Notes

中国农业银行股份有限公司 2024 年二级资本债券（第二期）。

Agricultural Bank of China Limited 2024 Tier 2 Capital Notes (Series 2).

2、发行人 The Issuer

中国农业银行股份有限公司。

Agricultural Bank of China Limited.

3、次级条款 Status

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

The claims of the Noteholders for payment of principal and any interest under the Notes will, in the event of the Cessation of Business, Bankruptcy or Winding-Up of the Issuer, be subordinated to the claims of depositors and general creditors of the Issuer and shall rank in priority to the claims of all holders of equity capital, Additional Tier 1 Capital Instruments and hybrid capital Bonds of the Issuer, present or future, and will rank pari passu with the claims under any other Subordinated Indebtedness that rank parri passu with the Notes of the Issuer, present or future (including any other Tier 2 Capital Instruments expressed to rank pari passu with the Notes which may be issued in the future by the Issuer). The Noteholders shall have no

¹ 摘录自《中国农业银行股份有限公司 2024 年二级资本债券（第二期）募集说明书》，完整版《中国农业银行股份有限公司 2024 年二级资本债券（第二期）募集说明书》详见中国货币网。

right to accelerate any payment of principal or interest under the Notes other than upon the procedure of bankruptcy and liquidation of the Issuer.

4、债券期限品种 Type of the Notes

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

Tranche 1: 10 years Fixed rate Notes with conditional redemption right by the Issuer at the end of the fifth year. With the recognition of the NFRA, the Notes 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 15 年期固定利率债券，在第 10 年末附有条件的发行人赎回权。发行人在国家金融监督管理总局认可的前提下有权按面值部分或全部赎回本期债券。

Tranche 2: 15 years Fixed rate Notes with conditional redemption right by the Issuer at the end of the tenth year. With the recognition of the NFRA, the Notes are redeemable in whole or in part at the option of the Issuer at their outstanding principal amount.

5、赎回权 Redemption of the Issuer

本期债券设定一次发行人选择提前赎回的权利。在行使赎回权后发行人的资本水平仍满足国家金融监督管理总局规定的监管资本要求情况下，经国家金融监督管理总局认可，发行人可以选择在本期债券设置提前赎回权的该计息年度的最后一日，按面值一次性部分或全部赎回本期债券。

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

在满足赎回条件的前提下，发行人若选择行使赎回权，将按照有关监管机构

要求，履行相关程序，且至少提前 1 个月发出债券赎回公告，通知债券持有人有关赎回执行日、赎回金额、赎回程序、付款方法、付款时间等具体安排。

The Notes are redeemable in whole or in part at the option of the Issuer at their outstanding principal amount at the end of the interest accrual year in which the redemption right is set. The Issuer could choose to redeem the Notes on the last day of the interest accrual year in which the redemption right is set; provided that the Issuer shall obtain the recognition of the NFRA and that the capital position of the Issuer after redemption of the Notes still meets the regulatory capital requirements prescribed by the NFRA.

The exercise of the Issuer's Redemption Right shall be subject to the recognition of the NFRA and the satisfaction of the following preconditions: (1) the capital of the Issuer will be replenished by substitution of the Notes with capital instruments of the same or superior quality to the Notes and such substitution shall only be made at a time at which the Issuer has a sustainable income generating capability; or (2) the capital position of the Issuer immediately after redemption of the Notes will remain significantly higher than the regulatory capital requirements prescribed by the NFRA.

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 Noteholders not less than 30 days prior to such date of redemption, including the redemption date, amount of redemption, redemption procedures, payment methods, payment time and other specific arrangements.

6、基本发行规模 Basic Issuance Size

本期债券基本发行规模为人民币 400 亿元，其中品种一基本发行规模为人民币 300 亿元，品种二基本发行规模为人民币 100 亿元。

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

7、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） α

≥ 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 Notes; if the actual subscription multiple α meets the condition $\alpha < 1.4$, the Notes will be issued according to the basic issuance size.

8、担保情况 Guarantees

本期债券无担保。

No guarantees.

9、募集资金用途 Use of Proceeds

本期债券募集资金将依据适用法律和监管部门的批准用于充实发行人二级资本，提高资本充足率，以增强发行人的营运实力，提高抗风险能力，支持业务持续稳健发展。

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

10、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 Notes is RMB 100 each, i.e. the principal of each account unit of the Notes shall be RMB 100.

11、票面利率 Interest Rate of the Notes

本期债券采用固定利率形式，单利按年计息，不计复利，逾期不另计利息。本期债券不含有利率跳升机制及其他赎回激励。派息不与发行人自身的评级挂钩，也不随着评级变化而调整。本期债券的派息将遵守监管当局现时有效的监管规定。

The interest rate of the Notes is fixed, which is calculated on a single interest basis annually, without compound interest and overdue extra interest. The applicable interest rate of the Notes shall not be subject to any step up nor contain any incentive to redeem. The payment of interest is not linked to any credit rating of the Issuer and shall not be adjusted according to changes in the credit rating of the Issuer in the future. Any payment of interest on the Notes will be subject to the applicable regulatory requirements of the relevant regulatory authorities in effect at the time of such payment.

12、发行价格 Issue Price

按债券面值平价发行。

The Notes are issued at the par price.

13、最小认购金额 The 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 Notes is RMB 10 million and must be a multiple of RMB 10 million.

14、发行首日/簿记建档日 The First Day of Issue/The Date of Book Running

2024 年 4 月 23 日。

April 23, 2024.

15、发行期限 Offering Period

2024 年 4 月 23 日至 2024 年 4 月 25 日，共 3 个工作日。

The Offering Period of the Notes is from April 23, 2024 to April 25, 2024.

16、缴款截止日 Payment Settlement Date

2024 年 4 月 25 日。

The payment settlement date is April 25, 2024.

17、起息日 Interest Commencement Date

2024 年 4 月 25 日。

The interest commencement date is April 25, 2024.

18、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 4 月 25 日至 2034 年 4 月 24 日；如果发行人行使赎回权，则本期债券品种一的计息期限自 2024 年 4 月 25 日至 2029 年 4 月 24 日。

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 4 月 25 日至 2039 年 4 月 24 日；如果发行人行使赎回权，则本期债券品种二的计息期限自 2024 年 4 月 25 日至 2034 年 4 月 24 日。

For the Notes Tranche 1, interest accrual period is from April 25, 2024 to April 24, 2034. If redemption right is exercised by the Issuer on the fifth year, then interest accrual period is from April 25, 2024 to April 24, 2029.

For the Notes Tranche 2, interest accrual period is from April 25, 2024 to April 24, 2039. If redemption right is exercised by the Issuer on the tenth year, then interest accrual period is from April 25, 2024 to April 24, 2034.

19、付息日 The Interest Payment Date

本期债券品种一的付息日为存续期限内每年的 4 月 25 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，顺延期间应付利息不另计息。

For the Notes Tranche 1, the interest payment date of the Notes shall be April 25 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限内每年的 4 月 25 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，顺延期间应付利息不另计息。

For the Notes Tranche 2, the interest payment date of the Notes shall be April 25 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.

20、兑付日 The Redemption Date

如果发行人不行使赎回权，本期债券品种一的兑付日为 2034 年 4 月 25 日，品种二的兑付日为 2039 年 4 月 25 日；如果发行人行使赎回权，则本期债券品种一的兑付日为 2029 年 4 月 25 日，品种二的兑付日为 2034 年 4 月 25 日。

The redemption date of the Notes Tranche 1 shall be April 25, 2034. If redemption right is exercised by the Issuer on the fifth year, then the redemption date of the Notes shall be April 25, 2029.

The redemption date of the Notes Tranche 2 shall be April 25, 2039. If redemption right is exercised by the Issuer on the tenth year, then the redemption date of the Notes shall be April 25, 2034.

前述日期如遇法定节假日或休息日，则顺延至其后的第一个工作日，顺延期间本金不另计利息。

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.

21、债券形式 Form

实名制记账式，由银行间市场清算所股份有限公司统一托管。

The Notes adopt the real-name book-entry system and are managed by Shanghai Clearing House.

22、还本付息方式 Principal Redemption and Interest Payment Method

本期债券按年付息，到期一次还本，最后一期利息随本金的兑付一起支付。

年度付息款项自付息日起不另计利息，本金自兑付日起不另计利息。

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

23、本息兑付办法 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办法将按照有关规定，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 Notes pay interest on the interest payment date. The Notes will be repaid at the redemption date when the Notes 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 Notes will be conducted by the trustee of the Notes.

24、减记条款 Write-down on a Non-Viability Event

当无法生存触发事件发生时，发行人有权在无需获得债券持有人同意的情况下，在其他一级资本工具全部减记或转股后，将本期债券的本金进行部分或全部减记。本期债券按照存续票面金额在设有同一触发事件的所有二级资本工具存续票面总金额中所占的比例进行减记。无法生存触发事件指以下两种情形中的较早发生者：（1）国家金融监督管理总局认定若不进行减记，发行人将无法生存；（2）相关部门认定若不进行公共部门注资或提供同等效力的支持，发行人将无法生存。减记部分不可恢复，减记部分尚未支付的累积应付利息亦将不再支付。

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

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

If a Non-Viability Event occurs, the Issuer has the right, without any requirement for the consent of the Noteholders, after all the Additional Tier 1 Capital Instruments have been written off or converted, to write down the principal amount in whole or in part of the Notes. The principal amount of the Notes to be written down shall be calculated based on the proportion that the outstanding aggregate principal amount the Notes bears to the total outstanding aggregate principal amount of the Tier 2 Capital Instruments with the same triggering event (including the Notes). “Non-Viability Event” means the occurrence of the earlier of either: (1) The NFRA having decided that a Write-down is necessary, without which the Issuer would become non-viable; or (2) any relevant authority having decided that a public sector injection of capital or equivalent support is necessary, without which the Issuer would become non-viable. Once the relevant portion of the Notes have been written down, such relevant portion of the Notes will not be restored, and any accrued but unpaid interest in respect of such relevant portion of the Notes shall cease to be payable.

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

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

25、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、集中配售的方式，在全国银行间债券市场公开发行。

The underwriters will form an underwriting syndicate and the Notes will be issued in the National Interbank Bond Market. The interest rate will be determined by book running and centralized allocation.

26、债券承销 Underwriting

本期债券由主承销商组织承销团成员承销发行。

The underwriters will form an underwriting syndicate for issuing the Notes.

27、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成员发行（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 Notes are the institutions of the National 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 Notes, nor can the Issuer directly or indirectly fund the purchase of the Notes.

28、提前兑付 Accelerated Payment

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

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

29、递延支付 Deferred Payment

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

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

30、回售 Put Option

投资者不得提前回售本期债券。

Put Option is not applicable.

31、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 级，本期债券的信用评级为 AAA 级。

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 Notes is AAA.

32、交易流通 Exchange 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 Notes will be in exchange in accordance with relevant provisions of the bond trading in the National Interbank Bond Market after the issuance.

33、本期债券的托管人 Trustee

银行间市场清算所股份有限公司。

Shanghai Clearing House.

34、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 Notes.

35、风险提示 Risk Warning

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

本期债券的发行方案及减记条款经本行 2022 年度股东大会审议批准。经主管部门核准，本期债券发行的募集资金将用于补充发行人二级资本。本期债券的发行条款符合《商业银行资本管理办法》关于二级资本工具的合格标准，且在存续期间将遵循监管部门相关监管政策调整的各项要求。

Subordination risk, write-down risk, interest rate risk, liquidity risk, principal payment risk, reinvestment risk and rating risk related to the Notes are fully disclosed in the Offering Circular and the Issuance Announcement.

The issuance plan and write-down terms have been approved by the 2022 General Meeting. With the approval of the regulatory authorities, the net proceeds from the issue of the Notes will be used to boost the Tier 2 capital of the Bank. The clauses of the Notes conform to the eligibility criteria of the Rules on Capital Management of Commercial Banks. The Notes will comply with the requirements of relevant regulatory policy adjustments by the regulatory authorities during the period of its existence.

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

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

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，由牵头主承销商向上海清算所统一办理本期债券的登记托管工作；

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、上海清算所的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

本行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、权利和授权拥有其资产和经营其业务；

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

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

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

5、本募集说明书所引用的财务报表是按中国适用法律、法规和条例以及会计准则编制的，该财务报表在所有重大方面均完整、真实、公正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、发行人承诺本期债券在存续期间将遵循监管部门相关监管政策调整的各项要求；

7、发行人已经按照有关机构的要求，按时将所有与本期债券发行有关的报告、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；

8、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；

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

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法人行为和其他行为；
- 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、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；
- 4、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；
- 5、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金融债券，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

本行将按照监管机关和主管部门的要求，在上海清算所网站（www.shclearing.com.cn）和中国货币网（www.chinamoney.com.cn）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、跟踪信用评级报告和利息支付等。

（一）定期信息披露

本行定期报告披露分为年度报告、中期报告和季度报告，年度报告在每个会计年度结束之日起四个月内披露，中期报告在每个会计年度的上半年结束之日起两个月内披露，季度报告在每个会计年度前三个月、九个月结束后的一个月编制完成并披露。并且，一季度报告的披露时间不早于上一年度年度报告的披露时间。

（二）临时信息披露

1、可能影响发行人偿债能力的重大事项的信息披露

对影响发行人履行债务的重大事件，本行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。

2、无法生存触发事件发生后的信息披露

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

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

（三）跟踪评级的信息披露

债券存续期内，在每年 7 月 31 日前，本行将披露资信评级机构出具的债券跟踪信用评级报告。

如本行的经营或财务情况发生重大变化，或发生可能对本行信用状况产生较大影响的突发事件，东方金诚国际信用评估有限公司将进行不定期跟踪评级，并随时据实进行信用等级调整并予公布。

（四）付息兑付的信息披露

本行将于每次付息日前 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。

（五）其他信息披露

本行将根据《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》和《全国银行间债券市场金融债券信息披露操作细则》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、适用法律及争议解决

本期债券的存在、有效性、解释、履行及与本期债券有关的任何争议，均适用中国法律。对因履行或解释本募集说明书而发生的争议、或其他与本募集说明书有关的任何争议，双方应首先通过协商解决。若协商后未能解决，任何一方有权提请中国国际经济贸易仲裁委员会根据该会届时有效的仲裁规则对该争议在北京进行仲裁。