

Product Disclosure Statement dated 2 September 2015



**Industrial and Commercial Bank of China (New Zealand) Limited**  
as Issuer

## **Medium Term Note Programme**

This document gives you important information about this investment to help you decide whether you want to invest. There is other useful information about this offer on [www.business.govt.nz/disclose](http://www.business.govt.nz/disclose). Industrial and Commercial Bank of China (New Zealand) Limited has prepared this document in accordance with the Financial Markets Conduct Act 2013. You can also seek advice from a financial adviser to help you to make an investment decision.

## 1 Key Information Summary

### What is this?

This is an offer of unsecured, unsubordinated medium term notes (“Notes”). Notes are debt securities issued by Industrial and Commercial Bank of China (New Zealand) Limited (“ICBC NZ”). You give ICBC NZ money, and in return ICBC NZ promises to pay you interest and repay the money at the end of the term. If ICBC NZ runs into financial trouble, you might lose some or all of the money you invested.

### About ICBC NZ and Industrial and Commercial Bank of China Limited (“ICBC”) and its subsidiaries (together, the “ICBC Group”)

ICBC NZ is a company registered in New Zealand with incorporation number 4354858. ICBC NZ became a registered bank in New Zealand on 19 November 2013. ICBC NZ offers a range of financial products and services including account management, remittance, international settlement, trade finance and mortgage loans.

Information about ICBC NZ, including its financial statements, is published quarterly in disclosure statements required under the Reserve Bank of New Zealand Act 1989. ICBC NZ’s disclosure statements are available at [www.icbcnz.com](http://www.icbcnz.com).

ICBC NZ’s parent company is ICBC, incorporated in the People’s Republic of China. ICBC is subject to regulatory oversight by the China Banking Regulatory Commission and the Government of the People’s Republic of China. ICBC is not a registered bank in New Zealand and is not subject to regulatory oversight by the Reserve Bank of New Zealand.

The ICBC Group provides customers with a wide range of financial products and services and has formed a cross-market, internationalised and integrated business model with a focus on commercial banking.

### Purpose of this offer

The purpose of the offer of Notes is to raise funds which will be used for the general corporate purposes of ICBC NZ, including making loans and other banking products available to ICBC NZ’s customers.

### Key terms of the offer

Issuer:	ICBC NZ
Description:	A retail programme for the issuance of unsecured, unsubordinated medium term notes

Parent Company Guarantee:	At the date of this document, the obligations of ICBC NZ are guaranteed by ICBC under a Deed of Guarantee dated 27 August 2015 (“Parent Company Guarantee”)
Series:	The Notes are part of a retail series offered by ICBC NZ. The terms of that series will be identical, except that each issue under that series may have a different issue date, maturity date, issue price, interest payment dates and interest rate, all as set out in the relevant final terms and (if applicable) confirmation of issue (“issue terms”)
Issue price:	Notes may be issued at an issue price equal to, above or below their principal amount, as set out in the relevant issue terms
Term:	The Notes will have an original term of 365 days or more, with the particular term set out in the relevant issue terms
Interest rate:	Each series of Notes will bear interest at either: <ul style="list-style-type: none"> <li>▫ a fixed rate for the whole term of the Notes; or</li> <li>▫ a floating rate calculated as a specific margin (which will apply for the whole term of the Notes) over the 3 month wholesale bank bill rate.</li> </ul> <p>The interest rate or method by which the interest rate will be determined will be set out in the relevant issue terms</p>
Interest periods:	Interest will be paid in arrear semi-annually (in the case of fixed rate Notes) or every 3 months (in the case of floating rate Notes), and may have a short or long initial interest period, as set out in the relevant issue terms
Further payments, fees or charges:	By subscribing for or otherwise acquiring Notes, you agree to indemnify ICBC NZ for any loss suffered by it as a result of any breach of the selling restrictions set out in section 4 of this document (Key Features of the Notes).  Taxes may be deducted from interest payments on the Notes. See section 6 of this document (Tax) for further details
Application amounts:	The minimum subscription amount is \$5,000 and higher multiples of \$1,000

### Who is responsible for repaying you?

ICBC NZ is responsible for the repayment of the Notes. At the date of this document, the payment obligations of ICBC NZ are guaranteed by ICBC under the Parent Company Guarantee. If ICBC NZ fails to repay the Notes, you may demand payment from ICBC by following the steps set out in the Parent Company Guarantee. See section 4 of this document (Key Features of the Notes) for further details.

The Notes are not guaranteed by any other member of the ICBC Group.

### How you can get your money out early

The Notes cannot be redeemed before their maturity date unless there is an event of default in respect of the Notes (see section 4 of this document (Key Features of the Notes) for further details).

ICBC NZ does not intend to quote these Notes on a market licensed in New Zealand and there is no other established market for trading them. This means that you may not be able to sell your Notes before the end of their term.

### How the Notes rank for repayment

If ICBC NZ goes into liquidation:

- You will be repaid only **after** ICBC NZ's secured creditors and creditors preferred by law (for example, Inland Revenue).
- You will be repaid **at the same time and to the same extent** as all other unsecured unsubordinated creditors of ICBC NZ (including other holders).
- You will be repaid **before** ICBC NZ's subordinated creditors (if any) and shareholders.

You should also read section 4 of this document (Key Features of the Notes).

### No security

The Notes are unsecured.

### Key risks affecting this investment

Investments in debt securities have risks. A key risk is that ICBC NZ does not meet its commitments to repay you or pay you interest (credit risk). Section 5 of this document (Risks of Investing) discusses the main factors that give rise to the risk. You should consider if the credit risk of these debt securities is suitable for you.

The interest rate for these Notes should also reflect the degree of credit risk. In general, higher returns are demanded by investors from businesses with higher risk of defaulting on their commitments. You need to decide whether the offer is fair. ICBC NZ considers that the most significant risk factors are:

- ICBC NZ is working to establish its core business and expand its range of products and services. The successful development of ICBC NZ's business may be hindered if ICBC NZ is unable to acquire necessary personnel and infrastructure, and compete with other banks.
- As a bank, ICBC NZ is also particularly exposed to credit risk on its customers. Its business could be materially adversely affected if customers do not repay their loans, particularly given its exposure to a relatively small number of significant borrowers, industry sectors and regions while it is building its loan portfolio.

This summary does not cover all of the risks of investing in the Notes. You should also read section 5 of this document (Risks of Investing) and section 4 of this document (Key Features of the Notes).

### What is the Notes' credit rating?

A credit rating is an independent opinion of the capability and willingness of an entity to repay its debts (in other words, its creditworthiness). It is not a guarantee that the financial product being offered is a safe investment. A credit rating should be considered alongside all other relevant information when making an investment decision.

The programme under which the Notes are offered has been rated by Standard & Poor's and Moody's Investors Service. Standard & Poor's gives ratings from AAA to C. Moody's gives ratings from Aaa to Ca.

### Current credit ratings of the programme under which the Notes are offered

Standard & Poor's	
Rating <sup>1</sup>	Summary description
	<i>Capacity to make timely payment:</i>
AAA	Extremely strong
AA	Very strong
<b>A</b>	<b>Strong</b> <b>Standard &amp; Poor's has given the programme a rating of A (stable)</b>
BBB	Adequate
	<i>Vulnerability to non-payment:</i>
BB	Less vulnerable
B	More vulnerable
CCC	Currently vulnerable
CC	Currently highly vulnerable
C	Currently highly vulnerable

Note:

1 Standard & Poor's ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major

rating categories.

Moody's	
Rating <sup>2</sup>	Summary description
	<i>Credit risk:</i>
Aaa	Lowest
Aa	Very Low
<b>A</b>	<b>Low</b> <b>Moody's has given the programme a rating of A1 (stable)</b>
Baa	Moderate
Ba	Substantial
B	High
Caa	Very high
Ca	Likely in, or very near, default

Note:

2 Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

One or more independent credit rating agencies may assign credit ratings to ICBC NZ. The ratings may not reflect the potential impact of all risks and other factors that may affect ICBC NZ. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

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## 2 Terms of the Offer

Issuer:	Industrial and Commercial Bank of China (New Zealand) Limited (“ <b>ICBC NZ</b> ”)	<p>Notes are appended to it;</p> <ul style="list-style-type: none"> <li>▫ final terms in respect of each series (or, for series offered in tranches, each tranche) of Notes. The final terms modify the general terms and conditions appended to the Note Deed Poll, with details for that specific series or tranche (for instance, whether interest is fixed or floating); and</li> <li>▫ (where the Notes are offered to individual customers rather than in a syndicated offering) the confirmation of issue for the particular issue of Notes. This supplements the final terms for the relevant series with the terms agreed for the relevant Notes (being the issue date, maturity date, interest payment dates and interest rate)</li> </ul>
Description:	A retail programme for the issuance of unsecured, unsubordinated medium term notes (“ <b>Notes</b> ”)	
Currency:	The Notes will be denominated in New Zealand dollars	
Programme Limit:	The combined limit for this programme and ICBC NZ’s wholesale debt issuance programme is US\$300,000,000 (or its New Zealand dollar equivalent at any time), as varied from time to time by ICBC NZ	
Programme Arranger:	ANZ Bank New Zealand Limited	
Dealers:	ICBC NZ may appoint Dealers from time to time either generally in respect of the programme or in relation to particular Notes at its discretion	
Parent Company Guarantee:	<p>At the date of this document, the obligations of ICBC NZ are guaranteed by ICBC NZ’s parent company, Industrial and Commercial Bank of China Limited (“<b>ICBC</b>”), under a Deed of Guarantee dated 27 August 2015 (“<b>Parent Company Guarantee</b>”).</p> <p>Please refer to section 4 of this document (Key Features of the Notes) for further information in relation to the Parent Company Guarantee</p>	<p>Programme documentation:</p> <p>You should also read the Note Deed Poll, the relevant final terms and (if applicable) the confirmation of issue (“<b>issue terms</b>”), which contain further information about the Notes, and the Parent Company Guarantee. Copies of the Note Deed Poll, Parent Company Guarantee and applicable Final Terms may be obtained from the offer register at <a href="http://www.business.govt.nz/disclose">www.business.govt.nz/disclose</a>. Copies of any particular holder’s confirmation of issue are available from the Note Registrar (refer to Section 8 (Where You Can Find More Information))</p>
Note Deed Poll and conditions of the Notes:	<p>The Notes are constituted and issued under the following documents:</p> <ul style="list-style-type: none"> <li>▫ a note deed poll dated 2 September 2015, as amended from time to time (“<b>Note Deed Poll</b>”). The Note Deed Poll is a contract binding on both ICBC NZ and holders, and the general terms and conditions of the</li> </ul>	<p>Series:</p> <p>The Notes are part of a retail series offered by ICBC NZ. The terms of that series will be identical, except that each issue under that series may have a different issue date, maturity date, issue price, interest payment dates and interest rate, all as set out in the relevant issue terms</p>

Issue price:	Notes may be issued at an issue price equal to, above or below their principal amount, as set out in the relevant issue terms.	<p><b>same extent</b> as all other unsecured unsubordinated creditors of ICBC NZ (including other holders).</p> <p>▫ You will be repaid <b>before</b> ICBC NZ's subordinated creditors (if any) and shareholders.</p> <p>You should also read section 4 of this document (Key Features of the Notes)</p>
Term:	The Notes will have an original term of 365 days or more, with the particular term set out in the relevant issue terms	
Redemption:	Unless previously redeemed (see "Events of default" in section 4 of this document (Key Features of the Notes)) or purchased and cancelled, the outstanding principal amount of each Note and any accrued interest will, subject to any deductions on account of tax, be payable at maturity	
Interest rate:	<p>Each series of Notes will bear interest at either:</p> <ul style="list-style-type: none"> <li>▫ a fixed rate for the whole term of the Notes; or</li> <li>▫ a floating rate calculated as a specific margin (which will apply for the whole term of the Notes) over the 3 month wholesale bank bill rate.</li> </ul> <p>The interest rate or the method by which the interest rate will be determined will be set out in the relevant issue terms</p>	<p>By subscribing for or otherwise acquiring Notes, you agree to indemnify ICBC NZ for any loss suffered by it as a result of any breach of the selling restrictions set out in section 4 of this document (Key Features of the Notes).</p> <p>You should also read section 6 of this document (Tax) for a description of payments relating to withholding tax, approved issuer levy and tax indemnities</p>
Interest periods:	Interest will be paid in arrear semi-annually (in the case of fixed rate Notes) or every 3 months (in the case of floating rate Notes), and may have a short or long initial interest period, as set out in the relevant issue terms	<p>Application amounts: The minimum subscription amount is \$5,000 and higher multiples of \$1,000</p>
Ranking:	<p>If ICBC NZ goes into liquidation:</p> <ul style="list-style-type: none"> <li>▫ You will be repaid only <b>after</b> ICBC NZ's secured creditors and creditors preferred by law (for example, Inland Revenue).</li> <li>▫ You will be repaid <b>at the same time and to the</b></li> </ul>	<p>Note Registrar, Paying Agent and Calculation Agent: Computershare Investor Services Limited</p>

### 3 Purpose of the Offer

The purpose of the offer of Notes is to raise funds which will be used for the general

corporate purposes of ICBC NZ, including making loans and other banking products available to ICBC NZ's customers.

### 4 Key Features of the Notes

#### Form and status of the Notes

Each Note is a registered debt obligation of ICBC NZ, constituted by, and owing under, the Note Deed Poll. This means that title to each Note will be conclusively determined by the name of the holder entered in the Note register, subject to correction for fraud or error. ICBC NZ is entitled to deal exclusively with the person(s) named in the Note register for all purposes, including making any payments.

The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of ICBC NZ, ranking equally among themselves and at least equally with all other present and future unsecured and unsubordinated obligations of ICBC NZ, except for liabilities mandatorily preferred by law. See further below under the heading "Ranking".

#### Ranking

If ICBC NZ goes into liquidation:

- You will be repaid only **after** ICBC NZ's secured creditors and creditors preferred by law (for example, Inland Revenue).
- You will be repaid **at the same time and to the same extent** as all other unsecured unsubordinated creditors of ICBC NZ (including other holders).
- You will be repaid **before** ICBC NZ's subordinated creditors (if any) and shareholders.

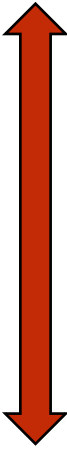
After the issuance of any Notes, ICBC NZ may from time to time borrow or raise additional debt, or otherwise incur liabilities, without your consent, that:

- rank equally with the Notes. This may include further issuances of Notes, and other unsubordinated, unsecured borrowings of ICBC NZ; or
- rank in priority to the Notes. This may include secured bonds, other secured borrowing of ICBC NZ, and liabilities preferred by law.

ICBC NZ is not restricted by the terms of any trust deed or other covenants with third parties from creating further liabilities that rank equally with, or in priority to, the Notes on a liquidation of ICBC NZ. The creation of such further liabilities may reduce the amount recoverable by you in the case of liquidation of ICBC NZ.

The below diagram summarises the ranking of the Notes on a liquidation of ICBC NZ.

#### Ranking of the Notes on a liquidation of ICBC NZ

Ranking	Categories of liability/equity	
	High	Liabilities that rank in priority to the Notes on a liquidation of ICBC NZ
		Secured liabilities
		Liabilities preferred by law, including employee entitlements
		<b>Notes</b>
	Liabilities that rank equally with Notes on a liquidation of ICBC NZ	Other unsubordinated and unsecured debt that rank equally with the Notes
	Liabilities that rank below the Notes on a liquidation of ICBC NZ	Subordinated and unsecured debt
Low		Equity

A ranking diagram, including indicative amounts based on the financial position of ICBC NZ as at its most recent balance date, is incorporated by reference into this document and is available on the offer register at [www.business.govt.nz/disclose](http://www.business.govt.nz/disclose).

#### Guarantee

At the date of this document, the payment obligations of ICBC NZ are guaranteed by ICBC under the Parent Company Guarantee. ICBC is the parent company of ICBC NZ and a member of the ICBC Group, which includes ICBC NZ.



There are no limits on the amount of the payment obligations guaranteed under the Parent Company Guarantee, and no conditions applicable to the Parent Company Guarantee other than following the demand process described below.

The Parent Company Guarantee is not secured by any security interest.

You may make a demand under the Parent Company Guarantee in respect of a payment obligation under the Notes by delivering a certificate to ICBC in accordance with the Parent Company Guarantee, including details of your residency and place of business, particulars of the relevant obligation, that ICBC NZ has defaulted in payment and that there is a debt immediately due and payable which remains unpaid beyond its due date (taking into account any relevant grace periods) and that there are no prior conditions to repayment which remain unsatisfied, the outstanding amount and currency of that obligation, that the obligation ranks at least *pari passu* with the claims of other unsecured unsubordinated creditors of ICBC NZ generally, and the account to which the amount of the claim is to be paid. The demand must also be accompanied by a verified copy of relevant documentary evidence of the obligation.

Upon receipt of such a demand and verified documents under the Parent Company Guarantee, ICBC has covenanted to pay within 5 business days the amount claimed in the demand.

The Parent Company Guarantee is governed by New Zealand law. ICBC and ICBC NZ have each submitted, for the purposes of the Parent Company Guarantee, to the non-exclusive jurisdiction of the courts of New Zealand.

The address for service of ICBC is No. 55 FuXingMenNei Ave, Xicheng District, Beijing, People's Republic of China. ICBC has also irrevocably appointed ICBC NZ to accept service of process in New Zealand on behalf of ICBC in respect of all matters in New Zealand arising under or in relation to the Parent Company Guarantee.

You should note that the People's Republic of China does not have a treaty providing for the reciprocal recognition and enforcement of judgments of courts with New Zealand. It may not be possible for you to effect service of process upon ICBC in the People's Republic of China and judgments made by New Zealand courts might not be recognised or enforced in the People's Republic of China.

A copy of the Parent Company Guarantee may be obtained from the offer register at [www.business.govt.nz/disclose](http://www.business.govt.nz/disclose).

### **Events of default**

If an event of default occurs and continues unremedied in relation to any Notes in a series, you may require your Notes in that series to be repaid early at their principal amount together with accrued interest, subject to any deductions on account of tax.

The events of default are set out in the Note Deed Poll, and include (among others):

- failure by ICBC NZ to pay any interest in respect of the Notes within 5 business days of the relevant due date, or any principal in respect of the Notes within 2 business days of the relevant due date;
- default by ICBC NZ in performance or observance of any of its other obligations under any Notes, which default is incapable of remedy or, if capable of remedy, is not remedied within 20 business days after notice has been given to ICBC NZ requiring such default to be remedied; or
- the Parent Company Guarantee not being in full force and effect.

### **Selling restrictions**

You may only offer for sale or sell any Note in conformity with all applicable laws and regulations in any jurisdiction in which it is offered, sold or delivered. No product disclosure statement, information memorandum, advertisement or other offering material in respect of any Note may be published, delivered or distributed in or from any country or jurisdiction except under circumstances which will result in compliance with all applicable laws.

By subscribing for or otherwise acquiring Notes, you agree to indemnify ICBC NZ for any loss suffered by it as a result of any breach of the above selling restrictions.

### **Transfers**

You may transfer any of your Notes by:

- a written instrument of transfer in any commonly used form that complies with the standard form and procedures of the Note Registrar and applicable law;

- instructing the Note Registrar to transfer the Notes into the name(s) of the transferee(s) through NZClear in accordance with the standard form and procedures of the Note Registrar; or
- any other method of transfer of marketable securities that is not contrary to any law and that is approved by ICBC NZ.

Interests in Notes entered into NZClear will be transferable in accordance with NZClear's rules and operating guidelines. See further below under the heading "Notes held in NZClear".

You may transfer part of your holding of Notes. However, no transfer of any part of your holding may be made if it would result in you or the transferee holding or continuing to hold Notes with an aggregate principal amount that is less than \$5,000 or is not a higher multiple of \$1,000.

### Currency

ICBC NZ will pay principal and returns on the Notes in New Zealand dollars. This presents certain currency conversion risks if you have a different home currency (that is, if the currency in which your financial activities are primarily denominated is not New Zealand dollars). These include the risk that exchange rates may significantly change and the risk that relevant authorities may impose or modify exchange controls. If the value of your home currency appreciates relative to New Zealand dollars, the yield, principal value and/or market value of the Notes, when expressed in your home currency, would decrease.

### Payments and record dates

The record date for any payment due in respect of the Notes is the close of business on the tenth day before the due date for that payment.

Payment in respect of each Note will be made to the person whose name appears in the Note register as the holder on the record date. If more than one person is named in the Note register, payment will be made to the first person named.

- For Notes which are not held in NZClear, payment will be made by the Paying Agent by direct credit to a bank account specified by you by notice in writing to the Note Registrar or (if you have not specified a bank account) by cheque sent to your address as recorded in the Note register on the record date.

- For Notes held in NZClear, payment will be made by ICBC NZ crediting on the relevant payment date the amount due to the account of the Paying Agent or other account previously notified by the Paying Agent or NZClear to ICBC NZ.

If the due date for any payment is not a business day:

- If the relevant Note bears fixed rate interest, payment will be made on the next date which is a business day, but the amount paid will not be adjusted – that is, interest payments will be made in semi-annual instalments of equal amounts (except for any initial short or long interest period).
- If the relevant Note bears floating rate interest, payment will be made on the next date which is a business day, unless that day falls in the next calendar month in which case payment will be made on the first preceding day that is a business day, and the calculation of any accrued interest will be adjusted up or down accordingly.

You may not require the transfer of any Note to be registered during the period from a record date until the relevant payment date.

### Meetings and variation of the Notes

Meetings of holders may be called to consider matters affecting their interests generally. In such meetings, defined majorities may bind you and all other holders, even if you did not attend and vote at the relevant meeting or voted in a manner contrary to the majority.

The Notes may also be varied without your consent in certain limited circumstances, including if (in the reasonable opinion of ICBC NZ) the variation is necessary or advisable to comply with any law, is of a formal, technical or administrative nature only, is made to cure any ambiguity or is not materially prejudicial to the interests of holders as a whole.

### Notes held in NZClear

Notes offered to institutional and other investors may be held in NZClear. Investors may acquire interests in those Notes if they are members of NZClear, or through a nominee who is a member. If your Notes are held in NZClear your rights (and the rights of each other person holding an interest in the Notes) are subject to NZClear's rules and operating guidelines.

ICBC NZ is not responsible for anything that NZClear does or omits to do or for any loss occasioned by the failure of NZClear.

## Governing law

The Notes, the Deed Poll and the Parent Company Guarantee are governed by New Zealand law. Accordingly, future judicial decisions and changes to New Zealand law or administrative practices may affect the interpretation of the Notes.

## 5 Risks of Investing

### General risks

Your investment in the Notes is subject to the following general risks:

#### **Credit risk on ICBC NZ**

The principal risk of holders not being able to recover in full their principal investment is that ICBC NZ may become insolvent, may be placed in receivership, liquidation or statutory management or otherwise may be unable to and/or fail to make any payment. In that event, you might not recover all your initial principal investment or receive the expected returns.

#### **Secondary market risk**

The Notes may have no established trading market when issued, and one may never develop. If a market does develop, an investment in Notes may not be very liquid. Therefore, you may not be able to sell your Notes easily or at prices that will provide you with a yield comparable to similar investments that have a developed secondary market. Illiquidity may reduce the market value of the Notes.

#### **Specific risks relating to ICBC NZ's creditworthiness**

ICBC NZ is aware of the following circumstances which exist or are likely to arise and that significantly increase the risk that ICBC NZ may default on any of its payment obligations under the Notes.

Any of the circumstances described below may impact ICBC NZ through specific trading losses and reduced revenues, or through larger one-off losses and impairments.

- Specific trading losses and reduced revenues are assessed as having a reasonable probability of happening but a moderate impact. For instance, provision is made for some credit defaults in the ordinary course of business.

- By comparison, larger one-off losses and impairments are assessed as having a low probability but would have a greater impact on ICBC NZ's financial position if they occurred.

Any of the above, or a combination, may cause a reduction in ICBC NZ's capital available to absorb further losses. This would in turn lead to an increased risk of default. It is not possible to forecast precisely the probability or magnitude of any of these risks. However, ICBC NZ seeks to reduce their likelihood, impact and magnitude by:

- strategies, including the ongoing development of annual and three year business plans, to appropriately direct and expand its business;
- risk management systems, policies and reporting, with oversight and internal audit functions;
- maintaining a prudent level of capital and liquidity; and
- the Parent Company Guarantee.

The key potential impacts to you of any of the circumstances described below occurring, or a failure of the risk management systems or strategies, are:

- actual or perceived reduction in credit quality of ICBC NZ and/or a credit rating downgrade leading to a loss in the market value of Notes, if sold on the secondary market; and
- default by ICBC NZ in repaying the Notes or paying interest due on them.

### ***ICBC NZ is building its New Zealand business***

ICBC NZ became a registered bank in New Zealand on 19 November 2013. Since then, it has been working to establish its core business, expand its range of products and services (including residential mortgages), grow its customer base and build staff and systems capacities. ICBC NZ had a net loss for the financial year ended 31 December 2014, as expected at that stage of growth. However, if ICBC NZ cannot further develop its business as intended, then ICBC NZ's financial position may be adversely affected and it may continue to have a net loss in later financial years.

The successful development of ICBC NZ's business is subject to a variety of risks. It may be hindered if ICBC NZ is not able to hire additional qualified personnel or acquire necessary infrastructure, or if new products and services are unsuccessful or not as profitable as expected.

Further, market competition from established banks and other new entrants, including competitors with greater financial and other resources than ICBC NZ, may also restrict ICBC NZ's growth. In particular, larger competitors may benefit from lower fixed costs relative to their size allowing them to compete more aggressively. The increasingly saturated market for many products (particularly personal banking products such as residential mortgage loans, credit cards and personal loans) may also make it difficult for ICBC NZ to expand its loan portfolio and deposit base, and may cause intense pricing competition.

### ***ICBC credit events***

As at the date of this document, ICBC owns 100% of the shares in ICBC NZ and has provided the Parent Company Guarantee described in section 4 of this document (Key Features of the Notes). The Parent Company Guarantee is a factor contributing to the current credit ratings of ICBC NZ. Therefore, a credit rating downgrade for ICBC NZ may occur if ICBC runs into financial difficulty.

Any such downgrade could constrain ICBC NZ's access to capital and liquidity, restricting its ability to undertake business and grow.

### ***Credit risk on customers***

The business of ICBC NZ and, more generally, the ICBC Group could be materially and adversely affected by losses arising from the failure of its customers to pay principal and/or interest on money lent. A deterioration in the quality of ICBC NZ's loan portfolio could occur for a variety of reasons, including a slowdown in growth of the New Zealand, Chinese or global economies and declines in property prices. Such losses may also arise from operational failures resulting in an unauthorised or inappropriate guarantee, commitment or investment of funds (see further "Operational risks" below).

Further, ICBC NZ's loan portfolio is still relatively concentrated following its recent establishment. The quality of its loan portfolio could materially deteriorate following a decline in the credit quality of its significant borrowers, or economic downturns in industry sectors and geographic regions to which ICBC NZ has significant exposure.

ICBC NZ manages these risks in particular through centralised credit management procedures, risk management rules and procedures for the entire credit business process, qualification requirements for loan approval officers and information management systems designed to enable real time risk monitoring.

### ***Liquidity, interest rate and foreign currency risk***

ICBC has contributed capital and provided substantial amounts to fund payment of ICBC NZ's set-up costs. However, ICBC NZ may require significant additional capital in order to meet the needs of asset growth and repayment of debts due, to remain competitive, or if ICBC NZ experiences significant losses or impairments. There can be no assurance that ICBC NZ will be able to obtain additional capital, from ICBC or otherwise, in a timely manner, on acceptable terms or at all.

ICBC NZ's funding strategy is to ensure adequate sources of medium to long term funding. A portion of ICBC NZ's funding may come from short term market funding with a maturity of less than one year. If ICBC NZ's long term funding strategy fails to develop, it will

need to rely on a short term funding strategy in line with regulatory liquidity management requirements. If ICBC NZ or the ICBC Group cannot adequately provide for decreases or changes in funding sources in New Zealand their businesses may be materially adversely affected. In particular, ICBC NZ may not be able to successfully establish its business in New Zealand.

ICBC NZ is also exposed to interest rate risks arising from mismatches between the repricing dates of interest-generating assets (such as loans to customers) and interest-bearing liabilities (such as customer term deposits and other borrowings). ICBC NZ is also exposed to the risk of loss arising from adverse movements in foreign exchange rates.

ICBC NZ manages liquidity, funding, interest rate and foreign currency risk through various methods including regular monitoring of market conditions, analysis and stress testing, and working to optimise the structure of its assets, liabilities and transaction timing.

#### ***Operational risks***

ICBC NZ is exposed to operational risks resulting from inadequate or failed internal processes, controls, systems and/or from external parties, including inaccurate data entry resulting in unintended transfers of funds. These are pervasive risks that involve all aspects of ICBC NZ as well as other counterparties with whom ICBC NZ deals under day to day operations, particularly while ICBC NZ is developing and integrating its key internal systems and policies, and is involved in payments and transactions that are comparatively large relative to its capital position.

To manage these risks ICBC has a variety of control systems. Operational procedures are subject to regular internal review and internal audit.

#### ***Strategic and business risk***

ICBC NZ is exposed to the risk of loss resulting from changes affecting the delivery of financial services as a result of social and technology factors, which may radically affect the market in

which it operates. ICBC NZ is at an early stage in its development, and such changes may make it difficult for ICBC NZ to successfully build capabilities and establish new lines of business.

ICBC NZ manages this risk through the ongoing development of annual and three year business plans and regular meetings to identify emerging risks.

#### ***Regulatory risks***

ICBC NZ and the ICBC Group are subject to financial service laws, regulations, administrative actions and policies, including capital adequacy requirements and conditions of registration specified by the Reserve Bank of New Zealand (“**RBNZ**”).

Failure to comply with these and other laws, regulations or codes of practice (including without limitation in relation to money laundering, terrorist financing, market manipulation and sanctions) could result in regulatory fines and sanctions, compensatory actions, or ICBC NZ’s banking licence being revoked.

The risk of non-compliance is heightened while ICBC NZ creates and implements its systems and risk management processes. In particular, ICBC NZ has breached aspects of its conditions of registration on some occasions during its establishment, and may do so again in the future. As at the date of this document, ICBC NZ considers these breaches to be technical breaches and no RBNZ enforcement penalties have been applied for them. However, non-compliance may incur enforcement penalties in the future or have other material consequences that ICBC NZ cannot predict.

ICBC NZ is required to disclose such breaches in its quarterly disclosure statements under the Reserve Bank of New Zealand Act 1989. ICBC NZ’s disclosure statements are available at [www.icbcnz.com](http://www.icbcnz.com).

Further, any changes in the policy of the governments of New Zealand or the People’s Republic of China which affect immigration and/or exchange controls could impact ICBC NZ’s business.

## 6 Tax

New Zealand tax residents will have resident withholding tax deducted from the interest that is payable under the Notes, unless they produce to the Note Registrar a valid certificate of exemption on or before the record date for the relevant payment.

If you are not a tax resident in New Zealand, do not have a fixed establishment in New Zealand, and do not derive interest jointly with one or more holders that are resident in New Zealand, an amount equal to the approved issuer levy will be deducted from payments to you in lieu of deducting non-resident withholding tax (except where you elect otherwise or it is not possible under any law). See the Note Deed Poll for further details.

If, in respect of any of your Notes, the Paying Agent or ICBC NZ becomes liable to account for withholding taxes, or make any payment of, or on account of, tax payable by you, then the Paying Agent and ICBC NZ shall be indemnified by you in respect of such liability. See the Note Deed Poll for further details.

There may be other tax consequences from acquiring or disposing of the Notes.

If you have any queries relating to the tax consequences of an investment in the Notes, you should obtain professional advice on those consequences.

## 7 How to Complain

Complaints about the Notes can be directed to ICBC NZ at:

Head of Treasury  
Industrial and Commercial Bank of China  
(New Zealand) Limited  
Level 11, 188 Quay Street  
Auckland CBD

Tel: 0800 995588 (New Zealand)  
0064 937 95588 (Overseas)

ICBC NZ is also a member of the Banking Ombudsman Scheme, which is an approved dispute resolution scheme. Complaints about the Notes can be directed to the scheme at:

Banking Ombudsman  
Freepost 218002  
PO Box 25327  
Featherston Street  
Wellington 6146

Tel: 0800 805 950

The Banking Ombudsman Scheme will not charge a fee to any complainant to investigate or resolve a complaint.

Complaints may also be directed to the Financial Markets Authority through its website at [www.fma.govt.nz](http://www.fma.govt.nz).

## 8 Where You Can Find More Information

Further information relating to ICBC NZ and the Notes is available on the offer register at [www.business.govt.nz/disclose](http://www.business.govt.nz/disclose). A copy of information on the offer register is available on request to the Registrar of Financial Service Providers.

Further information about ICBC NZ is contained in ICBC NZ's most recent disclosure statement

(which includes ICBC NZ's most recent financial statements). ICBC NZ's most recent disclosure statement, and other information about ICBC NZ, can be found online at [www.icbcnz.com](http://www.icbcnz.com). A printed copy of the most recent disclosure statement will also be made available, free of charge, upon request to ICBC NZ and will be dispatched by the end of the second working day after the day on which the request is made.

Enquiries about the Notes can be made, and copies of the Note Deed Poll and further copies of this document can be obtained free of charge, on request, by contacting:

Computershare Investor Services Limited  
Level 2, 159 Hurstmere Road

Takapuna, Auckland  
Private Bag 92119  
Victoria Street West  
Auckland 1142

Telephone: +64 (9) 488 8777  
Email: [enquiry@computershare.co.nz](mailto:enquiry@computershare.co.nz)

## 9 How to Apply

You may apply for Notes by contacting ICBC NZ (see section 10 of this document (Contact Information)). For each application you must

complete the application form at the back of this document and pay the issue price.

## 10 Contact Information

ICBC NZ may be contacted at:

Industrial and Commercial Bank of China  
(New Zealand) Limited  
Level 11, 188 Quay Street  
Auckland CBD

Tel: 0800 995588 (New Zealand)  
0064 937 95588 (Overseas)

## Application Instructions and Application Form

### Application Instructions

The following application form is issued with the product disclosure statement dated 2 September 2015 (“**Product Disclosure Statement**”) for the retail Medium Term Note Programme of Industrial and Commercial Bank of China (New Zealand) Limited (“**ICBC NZ**”).

Terms defined in the Product Disclosure Statement have the same meaning in these instructions.

You should read the entirety of the Product Disclosure Statement and these instructions carefully before completing the application form. Applications to subscribe for Notes must be made on an application form contained in the Product Disclosure Statement.

An application will constitute an irrevocable offer by the applicant to subscribe for and acquire the principal amount specified on the application form (or such lesser amount which ICBC NZ may determine) of Notes from the issuance specified on the application form, on the terms and conditions set out in the Product Disclosure Statement, the Note Deed Poll, the relevant final terms and (if applicable) confirmation of issue, these instructions and the application form. An application cannot be withdrawn or revoked by the applicant once it has been submitted.

Please complete all relevant sections of the application form using BLOCK LETTERS. ICBC NZ may accept any application form not correctly completed as being valid, and may correct errors and omissions, in its sole discretion. ICBC NZ’s decision on the aggregate principal amount of Notes to be allotted to an applicant and as to whether to accept or reject an application form, or to treat it as valid, will be final.

Applicants must provide a completed application form (with payment) by the date and time, and to the location specified by or on behalf of ICBC NZ (if any) in respect of the relevant issuance of Notes. ICBC NZ reserves the right to refuse to accept applications received after any such time.

Personal information provided by you will be held by ICBC NZ and the Note Registrar at their respective addresses as specified in the offer register or at such other place as is notified upon request. This information will be used for the purpose of assessing and processing your application and administering your investment, and to help and enable ICBC NZ or the Note Registrar to comply with (or determine what it needs to do to comply with) any applicable laws, rules or regulations in New Zealand or any other country or the requirements of any governmental, judicial or regulatory entity or authority in any jurisdiction. If you are an individual under the Privacy Act 1993, you have the right to access and correct any of your personal information.

### A IDENTIFICATION OF NOTES

Insert the identification code for the issuance of Notes that you are applying for. This will be provided by ICBC NZ and will be in the form “ICBC NZ/RMTN/[*Issue identifier – eg Fixed 2015 001A*]”. If you do not know the relevant identification code, you should request this from ICBC NZ or the Note Registrar.

### B APPLICANT DETAILS

Insert your full name(s). Applications must be in the name(s) of natural persons, companies or other legal entities, up to a maximum of three names per application. See the table below on correct name conventions.

Insert your postal address, as all correspondence relating to your holding of Notes will be sent to you at this address. For joint applicants, only one address is to be entered (only the address of the first named of the joint applicants will be recorded on the Note Register and all interest payments, notices, and other correspondence will be sent to that address).

Provide your telephone number so that the Note Registrar or ICBC NZ can contact you in relation to your application if required.



Type of investor	Correct way to write name	Incorrect way to write name
Individual person	JOHN SMITH	J SMITH
More than one person	JOHN SMITH MICHELLE SMITH	J & M SMITH
Companies	ABC LIMITED	ABC
Trusts	JOHN SMITH (JOHN SMITH FAMILY TRUST A/C)	SMITH FAMILY TRUST
Partnerships	JOHN SMITH MICHAEL SMITH (JOHN SMITH AND SONS A/C)	JOHN SMITH & SONS
Clubs and unincorporated associations	JANE SMITH (SMITH INVESTMENT CLUB A/C)	SMITH INVESTMENT CLUB
Superannuation funds	JOHN SMITH LIMITED (SUPERANNUATION FUND A/C)	JOHN SMITH SUPERANNUATION FUND

## C APPLICATION PAYMENT AND RECEIPT OF INTEREST PAYMENTS

### **Application Payment**

Complete the principal amount of Notes applied for. You may apply for Notes in the minimum principal amount of \$5,000 or in higher multiples of \$1,000 as stated in the application form.

Payment for the Notes must be made in New Zealand dollars for immediate value by:

*Option 1:* A direct debit authorisation. If you choose the direct debit option, you must tick the box authorising ICBC NZ or the Note Registrar to direct debit the bank account nominated on the application form on the day the application form is received for the amount applied for on the application form. You cannot specify a direct debit date. You must ensure that:

- the bank account details supplied are correct;
- sufficient funds in the bank account for direct debit are available on the day the application form is received by ICBC NZ or the Note Registrar;
- the person(s) giving the direct debit instruction has/have the authority to operate the account solely/jointly; and
- the bank account you nominated is a transactional account eligible for direct debit transactions. If you are uncertain, you should contact your bank or financial institution.

### **Should your direct debit fail, your application will be rejected.**

If requested, a direct debit authority form will be provided to you by ICBC NZ or the Note Registrar. Refer to the contact details in section 8 of this document (Where You Can Find More Information) and section 10 of this document (Contact Information).

*Option 2:* A cheque drawn on a New Zealand bank account (or, if the application is for Notes of an aggregate subscription amount of \$500,000 or more, by bank cheque).

Cheques must be drawn on a New Zealand registered bank, from a New Zealand dollar bank account and must be made in New Zealand dollars. Cheques must be made payable to "ICBC NZ Medium Term Note Offer", must include the identification code for the issuance of Notes (as included under item A above), must be crossed "Not Transferable" and must not be post-dated (as cheques will be banked on day of receipt). If an applicant's cheque is dishonoured, ICBC NZ may cancel that applicant's allotment of Notes and pursue any other remedies available to it at law.

*Option 3:* Applicants who are institutional investors and are members of NZClear may, by prior arrangement with ICBC NZ and the Note Registrar, settle their applications for Notes on their issue date through NZClear.

#### ***Future interest payments***

All future interest payments will be made to the account specified on the application form. If you do not select the direct debit option (option 1), you must provide your bank account details so that ICBC NZ can direct credit your interest payments into your bank account.

#### **D COMMON SHAREHOLDER NUMBER (CSN)**

If you have other investments registered under a Common Shareholder Number (“**CSN**”) you can supply your CSN in the space provided. The name and address details on your application form must correspond with the registration details under that CSN.

#### **E ELECTRONIC CORRESPONDENCE AND CONFIRMATION INFORMATION**

By supplying your email address, ICBC NZ will be able to deliver your investor correspondence, including confirmation information relating to your Notes, to you electronically where possible. This is a much more environmentally friendly, cost effective and timely option than paper-based investor mailing.

Please confirm whether you agree to have confirmation information (relating to the issuance, transfer or redemption of Notes) sent to you semi-annually, not later than 10 working days after the last day of each six month period in which there are any transactions to report. Otherwise, confirmation information will be sent to you as required following each relevant transaction.

#### **F IRD NUMBER AND WITHHOLDING TAXES**

Please supply your IRD number. Resident withholding tax will be deducted from any interest paid to you unless you provide a valid RWT exemption certificate or indicate that you are non-resident for New Zealand tax purposes; please tick the box that applies to you. If you are exempt from resident withholding tax, please attach a copy of your RWT exemption certificate.

Please also indicate whether you are non-resident and carry on business in New Zealand through a fixed establishment in New Zealand, or you are making a joint application for (i) a resident for New Zealand tax purposes and (ii) a non-resident for New Zealand tax purposes who does not carry on business in New Zealand through a fixed establishment in New Zealand.

#### **G US RESIDENTS OR CITIZENS**

Please indicate whether you (or any of you, in the case of a joint application) are US resident for tax purposes or are a US citizen, or (in the case of companies and other legal entities) please indicate your country of establishment.

#### **H SIGNATURE(S) OF APPLICANT(S)**

Read the Product Disclosure Statement, these instructions and the application form carefully and sign and date the application form.

You must confirm that you have received and read the Product Disclosure Statement. If you have not received the Product Disclosure Statement, you may obtain a copy from ICBC NZ or the Note Registrar. A copy of the Product Disclosure Statement and other useful information about this offer may also be obtained from [www.business.govt.nz/disclose](http://www.business.govt.nz/disclose).

The application form must be signed by the applicant(s) personally, or by two directors of a company (or one director if there is only one director, whose signature must be witnessed), or in either case by a duly authorised attorney or agent. Joint applicants must each sign the application form.

#### **I CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY/AGENCY**

If the application form is signed by an attorney, the power of attorney document is not required to be lodged, but the attorney must complete the certificate of non-revocation of power of attorney on the application form.

If the application form is signed by an agent, the agent must complete the certificate of agency on the application form.

<b>Application Form</b>	Broker Stamp  
<h1 style="margin: 0;">Industrial and Commercial Bank of China (New Zealand) Limited</h1> <h2 style="margin: 0;">Medium Term Note Programme</h2>	Adviser Code  

This application form is issued with the product disclosure statement dated 2 September 2015 ("Product Disclosure Statement") for the retail Medium Term Note Programme of Industrial and Commercial Bank of China (New Zealand) Limited ("ICBC NZ").

**Please read the Product Disclosure Statement and the accompanying application instructions carefully before completing this application form. If you have not received the Product Disclosure Statement, you may obtain a copy from ICBC NZ or the Note Registrar. A copy of the Product Disclosure Statement and other useful information about this offer may also be obtained from [www.business.govt.nz/disclose](http://www.business.govt.nz/disclose).**

Applications must conform with the accompanying application instructions. Terms defined in the Product Disclosure Statement have the same meaning in this application form.

Please complete all relevant sections of the application form using BLOCK LETTERS.

### A IDENTIFICATION OF NOTES

Identification code for the issuance of Notes to which this application form relates:

### B APPLICANT DETAILS

First Name(s):	<input style="width: 95%;" type="text"/>	Family Name:	<input style="width: 95%;" type="text"/>
First Name(s):	<input style="width: 95%;" type="text"/>	Family Name:	<input style="width: 95%;" type="text"/>
First Name(s):	<input style="width: 95%;" type="text"/>	Family Name:	<input style="width: 95%;" type="text"/>
Corporate Name or Account (if applicable):	<input style="width: 95%;" type="text"/>		
Postal Address:	<input style="width: 95%;" type="text"/>		
Daytime Phone Number:	<input style="width: 95%;" type="text"/>		

### C APPLICATION PAYMENT AND RECEIPT OF INTEREST PAYMENTS

Applications must be accompanied by payment in full. Payment must be either by direct debit by completing the bank account section below, or by cheque payable to "ICBC NZ Medium Term Note Offer", including the identification code for the issuance of Notes (as set out under item A above) and crossed "Not Transferable". Payment must be in New Zealand dollars. ICBC NZ may specify a date and time before which applications for an issuance of Note must be received, in which case your application form must be received by ICBC NZ by such time.

Applications must be for a minimum of \$5,000 and, thereafter, in multiples of \$1,000. ICBC NZ may accept or reject all or part of this application without giving reason.

Principal amount of Notes applied for: \$

**You may choose only ONE of the options below. Please tick the box (✓) next to your selected option.**

**OPTION 1:** Please direct debit my bank account stated below for the amount of Notes applied for above (or any lesser amount as determined by ICBC NZ). By ticking this box and signing this application form, I/we agree that ICBC NZ or its agent is authorised to direct debit my/our account for the full amount of Notes applied for (or any lesser amount as determined by ICBC NZ). **All future amounts paid by ICBC NZ will also be credited to this account unless the Note Registrar is advised otherwise in writing.**

**OPTION 2:** Please find attached my/our payment by cheque. I/we have supplied my/our bank account details below for the purpose of direct crediting of future amounts of interest paid by ICBC NZ.

**OPTION 3:** Payment will be made through NZClear as per prior arrangement with ICBC NZ and the Note Registrar **(authorised institutional investors only).**

NZClear Mnemonic:  trade with CISL90

### NEW ZEALAND DOLLAR BANK ACCOUNT DETAILS FOR DIRECT DEBIT PURPOSES AND/OR DIRECT CREDIT OF FUTURE INTEREST PAYMENTS:

Name of Bank	<input style="width: 95%;" type="text"/>	Name of Account	<input style="width: 95%;" type="text"/>
Bank/Branch	Account No	Suffix	

### D COMMON SHAREHOLDER NUMBER (CSN)

Please note that the application must be in the same name as the CSN below, otherwise the application will be deemed to be made without a CSN and a base registry number will be allocated.

If you currently have a CSN, please enter it here:

## E ELECTRONIC CORRESPONDENCE AND CONFIRMATION INFORMATION

To enable ICBC NZ to provide you with your investor correspondence in relation to your holding of Notes (including confirmation information) electronically, please complete your email address below. If you do not provide an email address, investor correspondence will be mailed to you at the postal address provided on this application form.

Email Address:

- Tick this box (✓) if you agree to have confirmation information (relating to the issuance, transfer or redemption of Notes) sent to you semi-annually, not later than 10 working days after the last day of each six month period in which there are any transactions to report. If you do not tick this box, confirmation information will sent to you as required following each relevant transaction.

## F IRD NUMBER AND WITHHOLDING TAXES

Provide your IRD number (only one IRD number is required in respect of joint applications):

 -  - 

Please select a resident withholding tax rate by ticking the box (✓) next to your selected option (or confirm that you are non-resident and indicate your country of tax residence below).

- 10.5%    17.5%    28% (Company rate)    30%    33%    Exempt (If you are exempt from resident withholding tax, attach a copy of your RWT exemption certificate for noting).

- I am a non-resident for New Zealand tax purposes.

My country of tax residence is:

**Please tick the relevant box (✓) if either of the below apply to you or your application.**

- I am a non-resident for New Zealand tax purposes and I carry on business in New Zealand through a fixed establishment in New Zealand.
- This is a joint application by (i) a resident for New Zealand tax purposes and (ii) a non-resident for New Zealand tax purposes who does not carry on business in New Zealand through a fixed establishment in New Zealand.

If you are not tax resident in New Zealand, do not have a fixed establishment in New Zealand, and do not derive interest jointly with one or more holders that are resident in New Zealand, an amount equal to the approved issuer levy will be deducted from payments to you in lieu of deducting non-resident withholding tax (except where it is not possible under any law), unless you notify the Note Registrar that you wish to have non-resident withholding tax deducted instead.

If, in respect of any of your Notes, the Paying Agent or ICBC NZ becomes liable to account for withholding taxes, or make any payment of, or on account of, tax payable by you, then the Paying Agent and ICBC NZ shall be indemnified by you in respect of such liability.

Please note that investors must be members of the public or institutions in New Zealand or investors in jurisdictions where the Notes may be lawfully offered in compliance with all applicable laws and regulations.

## G US RESIDENTS OR CITIZENS

Individual applicants, please tick the relevant box (✓) if the below applies to you.

- Individual applicant 1: I am a US resident for tax purposes or a US citizen.
- Individual applicant 2: I am a US resident for tax purposes or a US citizen.
- Individual applicant 3: I am a US resident for tax purposes or a US citizen.

Applicants that are companies or other legal entities, please insert the entity's country of establishment:

## H SIGNATURE(S) OF APPLICANT(S)

By signing this application form, I/we:

- (a) confirm that **I/we have received, read and understood the Product Disclosure Statement;**
- (b) apply for the principal amount of Notes set out and referred to above and agree to accept such Notes (or such lesser number as may be allotted to me/us) on, and subject to, the terms and conditions set out in the Product Disclosure Statement, the Note Deed Poll, the relevant final terms and (if applicable) confirmation of issue, the accompanying application instructions and this application form;
- (c) declare that all details and statements made by me/us in this application form are complete and accurate; and I/we certify that, where information is provided by me/us in this application form about another person, I/we are authorised by such person to disclose the information to you and to give authorisation;
- (d) acknowledge that an application cannot be withdrawn or revoked by the applicant once it has been submitted;
- (e) agree to provide my/our financial adviser, ICBC NZ, the Note Registrar and their agents with all requested due diligence information that is required to satisfy applicable laws, such as the customer due diligence obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
- (f) agree that ICBC NZ may collect, use or disclose any information obtained about you in connection with the Notes;
- (g) acknowledge information in this application form is provided to enable ICBC NZ and the Note Registrar to consider and process your application, and to administer your investment, and to help and enable ICBC NZ or the Note Registrar to comply with (or determine what it needs to do to comply with) any applicable laws, rules or regulations in New Zealand or any other country or the requirements of any governmental, judicial or regulatory entity or authority in any jurisdiction; and I/we authorise ICBC NZ and the Note Registrar to disclose information in situations where ICBC NZ or the Note Registrar consider it is required or permitted to do so by any applicable laws, rules or regulations or by any governmental, judicial or regulatory entity or authority in New Zealand or any other jurisdiction; and
- (h) acknowledge that the offer is only made in New Zealand and to investors in other jurisdictions where the Notes may be lawfully offered, and by applying for the Notes, I/we warrant that I/we received this offer in New Zealand and I/we are eligible to participate in the offer or an investor in a jurisdiction where the Notes may be lawfully offered in compliance with all applicable laws and regulations; and I/we agree to indemnify ICBC NZ and its directors, officers, employees and agents in respect of any loss, cost, liability or expense sustained or incurred by ICBC NZ as a result of my/our breaching that warranty or the selling restrictions described in the Product Disclosure Statement.

All applicants on this application form must sign.

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Date:

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**I CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY/AGENCY**

*(Complete this section if you are acting on behalf of the applicant on this application form for whom you have power of attorney or are acting as agent)*

I, [ ] (full name)  
of [ ] (place and country of residence),  
[ ] (occupation), CERTIFY:

- THAT by deed/agreement dated [ ] (date of instrument creating the power of attorney/agency),  
[ ] (name of person/body corporate which granted the power of attorney/agency)  
of [ ]  
(place and country of residence of person/body corporate which granted the power of attorney / agency\*)  
appointed me his/her/its attorney/agent;
- THAT I have executed the application for the Notes printed on this application form under that appointment and pursuant to the powers thereby conferred on me; and
- THAT I have not received notice of any event revoking the power of attorney/agency.

Signed at [ ] this [ ] day of [ ] (month/year)  
Signature of attorney/agent [ ]

\* If donor is a body corporate, state place of registered office or principal place of business of donor and, if that is not in New Zealand, state the country in which the principal place of business is situated.

**TERMS AND CONDITIONS**

ICBC NZ reserves the right to decline any application, in whole or in part, without giving any reason and may decide not to accept any applications whatsoever.

Money received in respect of applications that are declined in whole or in part will be refunded in whole or in part (as the case may be). Interest will not be paid on application money refunded to applicants.

Applications lodged by individuals must be signed personally or by their attorney or agent. If this application form is signed by an attorney, the attorney must complete the certificate of non-revocation of power of attorney set out in the application form. If this application form is signed by an agent, the agent must complete the certificate of agency set out in the application form.

This application form, the offer and any contract arising out of its acceptance are each governed by New Zealand law. Under the Financial Transactions Reporting Act 1996, investors could be required to produce evidence of their identity.

If you are an individual under the Privacy Act 1993, you have the right to access and correct any of your personal information.

<b>Application Form</b>  <h1 style="text-align: center;">Industrial and Commercial Bank of China (New Zealand) Limited</h1> <h2 style="text-align: center;">Medium Term Note Programme</h2>	Broker Stamp   Adviser Code
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This application form is issued with the product disclosure statement dated 2 September 2015 (“**Product Disclosure Statement**”) for the retail Medium Term Note Programme of Industrial and Commercial Bank of China (New Zealand) Limited (“**ICBC NZ**”).

**Please read the Product Disclosure Statement and the accompanying application instructions carefully before completing this application form. If you have not received the Product Disclosure Statement, you may obtain a copy from ICBC NZ or the Note Registrar. A copy of the Product Disclosure Statement and other useful information about this offer may also be obtained from [www.business.govt.nz/disclose](http://www.business.govt.nz/disclose).**

Applications must conform with the accompanying application instructions. Terms defined in the Product Disclosure Statement have the same meaning in this application form.

Please complete all relevant sections of the application form using BLOCK LETTERS.

**A IDENTIFICATION OF NOTES**

Identification code for the issuance of Notes to which this application form relates:

**B APPLICANT DETAILS**

First Name(s):  Family Name:   
 First Name(s):  Family Name:   
 First Name(s):  Family Name:   
 Corporate Name or Account (if applicable):   
 Postal Address:   
 Daytime Phone Number:

**C APPLICATION PAYMENT AND RECEIPT OF INTEREST PAYMENTS**

Applications must be accompanied by payment in full. Payment must be either by direct debit by completing the bank account section below, or by cheque payable to “ICBC NZ Medium Term Note Offer”, including the identification code for the issuance of Notes (as set out under item A above) and crossed “Not Transferable”. Payment must be in New Zealand dollars. ICBC NZ may specify a date and time before which applications for an issuance of Note must be received, in which case your application form must be received by ICBC NZ by such time.

Applications must be for a minimum of \$5,000 and, thereafter, in multiples of \$1,000. ICBC NZ may accept or reject all or part of this application without giving reason.

Principal amount of Notes applied for: \$

You may choose only ONE of the options below. Please tick the box (✓) next to your selected option.

**OPTION 1:** Please direct debit my bank account stated below for the amount of Notes applied for above (or any lesser amount as determined by ICBC NZ). By ticking this box and signing this application form, I/we agree that ICBC NZ or its agent is authorised to direct debit my/our account for the full amount of Notes applied for (or any lesser amount as determined by ICBC NZ). **All future amounts paid by ICBC NZ will also be credited to this account unless the Note Registrar is advised otherwise in writing.**

**OPTION 2:** Please find attached my/our payment by cheque. I/we have supplied my/our bank account details below for the purpose of direct crediting of future amounts of interest paid by ICBC NZ.

**OPTION 3:** Payment will be made through NZClear as per prior arrangement with ICBC NZ and the Note Registrar (**authorised institutional investors only**).

NZClear Mnemonic:  trade with CISL90

**NEW ZEALAND DOLLAR BANK ACCOUNT DETAILS FOR DIRECT DEBIT PURPOSES AND/OR DIRECT CREDIT OF FUTURE INTEREST PAYMENTS:**

Name of Bank  Name of Account   
        
 Bank/Branch Account No Suffix

**D COMMON SHAREHOLDER NUMBER (CSN)**

Please note that the application must be in the same name as the CSN below, otherwise the application will be deemed to be made without a CSN and a base registry number will be allocated.

If you currently have a CSN, please enter it here:

**E ELECTRONIC CORRESPONDENCE AND CONFIRMATION INFORMATION**

To enable ICBC NZ to provide you with your investor correspondence in relation to your holding of Notes (including confirmation information) electronically, please complete your email address below. If you do not provide an email address, investor correspondence will be mailed to you at the postal address provided on this application form.

Email Address:

Tick this box (✓) if you agree to have confirmation information (relating to the issuance, transfer or redemption of Notes) sent to you semi-annually, not later than 10 working days after the last day of each six month period in which there are any transactions to report. If you do not tick this box, confirmation information will sent to you as required following each relevant transaction.

**F IRD NUMBER AND WITHHOLDING TAXES**

Provide your IRD number (only one IRD number is  -  -  required in respect of joint applications):

Please select a resident withholding tax rate by ticking the box (✓) next to your selected option (or confirm that you are non-resident and indicate your country of tax residence below).

10.5%  17.5%  28% (Company rate)  30%  33%  Exempt (If you are exempt from resident withholding tax, attach a copy of your RWT exemption certificate for noting).

I am a non-resident for New Zealand tax purposes.  
My country of tax residence is:

**Please tick the relevant box (✓) if either of the below apply to you or your application.**

I am a non-resident for New Zealand tax purposes and I carry on business in New Zealand through a fixed establishment in New Zealand.

This is a joint application by (i) a resident for New Zealand tax purposes and (ii) a non-resident for New Zealand tax purposes who does not carry on business in New Zealand through a fixed establishment in New Zealand.

If you are not tax resident in New Zealand, do not have a fixed establishment in New Zealand, and do not derive interest jointly with one or more holders that are resident in New Zealand, an amount equal to the approved issuer levy will be deducted from payments to you in lieu of deducting non-resident withholding tax (except where it is not possible under any law), unless you notify the Note Registrar that you wish to have non-resident withholding tax deducted instead.

If, in respect of any of your Notes, the Paying Agent or ICBC NZ becomes liable to account for withholding taxes, or make any payment of, or on account of, tax payable by you, then the Paying Agent and ICBC NZ shall be indemnified by you in respect of such liability.

Please note that investors must be members of the public or institutions in New Zealand or investors in jurisdictions where the Notes may be lawfully offered in compliance with all applicable laws and regulations.

**G US RESIDENTS OR CITIZENS**

Individual applicants, please tick the relevant box (✓) if the below applies to you.

Individual applicant 1: I am a US resident for tax purposes or a US citizen.

Individual applicant 2: I am a US resident for tax purposes or a US citizen.

Individual applicant 3: I am a US resident for tax purposes or a US citizen.

Applicants that are companies or other legal entities, please insert the entity's country of establishment:



## H SIGNATURE(S) OF APPLICANT(S)

By signing this application form, I/we:

- (a) confirm that **I/we have received, read and understood the Product Disclosure Statement;**
- (b) apply for the principal amount of Notes set out and referred to above and agree to accept such Notes (or such lesser number as may be allotted to me/us) on, and subject to, the terms and conditions set out in the Product Disclosure Statement, the Note Deed Poll, the relevant final terms and (if applicable) confirmation of issue, the accompanying application instructions and this application form;
- (c) declare that all details and statements made by me/us in this application form are complete and accurate; and I/we certify that, where information is provided by me/us in this application form about another person, I/we are authorised by such person to disclose the information to you and to give authorisation;
- (d) acknowledge that an application cannot be withdrawn or revoked by the applicant once it has been submitted;
- (e) agree to provide my/our financial adviser, ICBC NZ, the Note Registrar and their agents with all requested due diligence information that is required to satisfy applicable laws, such as the customer due diligence obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
- (f) agree that ICBC NZ may collect, use or disclose any information obtained about you in connection with the Notes;
- (g) acknowledge information in this application form is provided to enable ICBC NZ and the Note Registrar to consider and process your application, and to administer your investment, and to help and enable ICBC NZ or the Note Registrar to comply with (or determine what it needs to do to comply with) any applicable laws, rules or regulations in New Zealand or any other country or the requirements of any governmental, judicial or regulatory entity or authority in any jurisdiction; and I/we authorise ICBC NZ and the Note Registrar to disclose information in situations where ICBC NZ or the Note Registrar consider it is required or permitted to do so by any applicable laws, rules or regulations or by any governmental, judicial or regulatory entity or authority in New Zealand or any other jurisdiction; and
- (h) acknowledge that the offer is only made in New Zealand and to investors in other jurisdictions where the Notes may be lawfully offered, and by applying for the Notes, I/we warrant that I/we received this offer in New Zealand and I/we are eligible to participate in the offer or an investor in a jurisdiction where the Notes may be lawfully offered in compliance with all applicable laws and regulations; and I/we agree to indemnify ICBC NZ and its directors, officers, employees and agents in respect of any loss, cost, liability or expense sustained or incurred by ICBC NZ as a result of my/our breaching that warranty or the selling restrictions described in the Product Disclosure Statement.

All applicants on this application form must sign.

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Date:

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**I CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY/AGENCY**

*(Complete this section if you are acting on behalf of the applicant on this application form for whom you have power of attorney or are acting as agent)*

I, [ ] (full name)  
of [ ] (place and country of residence),  
[ ] (occupation), CERTIFY:

- THAT by deed/agreement dated [ ] (date of instrument creating the power of attorney/agency),  
[ ] (name of person/body corporate which granted the power of attorney/agency)  
of [ ]  
(place and country of residence of person/body corporate which granted the power of attorney / agency\*)  
appointed me his/her/its attorney/agent;
- THAT I have executed the application for the Notes printed on this application form under that appointment and pursuant to the powers thereby conferred on me; and
- THAT I have not received notice of any event revoking the power of attorney/agency.

Signed at [ ] this [ ] day of [ ] (month/year)  
Signature of attorney/agent [ ]

\* If donor is a body corporate, state place of registered office or principal place of business of donor and, if that is not in New Zealand, state the country in which the principal place of business is situated.

**TERMS AND CONDITIONS**

ICBC NZ reserves the right to decline any application, in whole or in part, without giving any reason and may decide not to accept any applications whatsoever.

Money received in respect of applications that are declined in whole or in part will be refunded in whole or in part (as the case may be). Interest will not be paid on application money refunded to applicants.

Applications lodged by individuals must be signed personally or by their attorney or agent. If this application form is signed by an attorney, the attorney must complete the certificate of non-revocation of power of attorney set out in the application form. If this application form is signed by an agent, the agent must complete the certificate of agency set out in the application form.

This application form, the offer and any contract arising out of its acceptance are each governed by New Zealand law. Under the Financial Transactions Reporting Act 1996, investors could be required to produce evidence of their identity.

If you are an individual under the Privacy Act 1993, you have the right to access and correct any of your personal information.