



新开发银行

2023 年度第一期人民币债券（债券通）

续发募集说明书

**New Development Bank**  
**2023 Renminbi Bond (Series 1) (Bond Connect)**  
**Supplemental Prospectus**

发行人：新开发银行

Issuer: New Development Bank

地址：中国上海市浦东新区国展路 1600 号

Address: 1600, Guozhan Road, Pudong New Area, Shanghai, China

牵头主承销商及簿记管理人：中国银行股份有限公司

Lead Underwriter and Bookrunner: Bank of China Limited



联席主承销商：  
Joint Underwriters:



中国工商银行股份有限公司  
Industrial and Commercial Bank of China  
Limited



中国农业银行股份有限公司  
Agricultural Bank of China Limited



中国建设银行股份有限公司  
China Construction Bank Corporation



平安银行股份有限公司  
Ping An Bank Co., Ltd.



宁波银行股份有限公司  
Bank of Ningbo Co., Ltd.



中信证券股份有限公司  
CITIC Securities Co., Ltd.



国泰君安证券股份有限公司  
Guotai Junan Securities Co., Ltd.

2023 年 5 月

## 重要提示与声明

### IMPORTANT NOTICE AND DECLARATION

新开发银行 2023 年度第一期人民币债券（债券通）（以下简称“**本期债券**”）将在“常发行计划”项下发行。本续发募集说明书是由发行人为本期债券的发行在《新开发银行 2023-2025 年度人民币债券（债券通）基础募集说明书》（以下简称“**基础募集说明书**”）的基础上编制并发布的，根据发行人最新情况、本期债券资金用途及对基础募集说明书的差错与更正（如有）等方面，对其进行更新、补充或修改。续发募集说明书与基础募集说明书披露内容不同的，以续发募集说明书为准。本续发募集说明书与基础募集说明书共同构成本期债券之募集说明书不可分割的一部分。就本期债券而言，如果上下文需要，基础募集说明书中提及“本募集说明书”之处应理解为提及经本续发募集说明书更新、补充或修改的基础募集说明书，提及“本债券”之处应理解为提及根据本续发募集说明书发行的“本期债券”。就本期债券而言，投资人应将基础募集说明书、本续发募集说明书及本期债券相关披露文件合并阅读使用。除另有定义外，本续发募集说明书中的定义词语与基础募集说明书中具有相同含义。

The New Development Bank 2023 Renminbi Bond (Series 1) (Bond Connect) (the “**Bonds**”) will be issued under the “Frequent Issuer Program” (FIP). This Supplemental Prospectus is prepared and published by the Issuer for the issuance of the Bonds, which aims to update, supplement or amend the New Development Bank 2023-2025 Renminbi Bond (Bond Connect) Base Prospectus (the “**Base Prospectus**”) on the basis of the most recent status of the Issuer, the use of proceeds for the Bonds and for the purposes of updating or correcting the errors (if any) in the Base Prospectus. If there is any discrepancy, this Supplemental Prospectus shall prevail. This Supplemental Prospectus shall, together with the Base Prospectus, form an integral part of the prospectus of the Issuer for the Bonds. For the Bonds, references to “this Prospectus” under the Base Prospectus, if the context so requires, shall be understood as references to the Base Prospectus as updated, supplemented or amended by this Supplemental Prospectus, and references to “the Bonds”, if the context so requires, shall be understood as references to the “Bonds” issued pursuant to this Supplemental Prospectus. For the Bonds, the investors should read this Supplemental Prospectus along with the Base Prospectus and the relevant Disclosure Documents for the Bonds. Any capitalised term not specifically defined in this Supplemental Prospectus shall have the same meaning as defined in the Base Prospectus.

承销商、律师以及其他中介机构按照中国银行间市场交易商协会适用于中介机构自律规则独立对发行人本期债券发行的基础募集说明书、本续发募集说明书履行中介机构义务，承担责任。后续发行涉及中介机构对基础募集说明书中有关事项有异议或其他补充的，应在本续发募集说明书中更正或补充，并对更正或补充事项承担义务与责任。

The Underwriters, the legal counsels and other working parties shall, in accordance with the self-regulatory rules of NAFMII applicable to such working parties, independently assume their respective obligations and responsibilities toward the Base Prospectus and this Supplemental Prospectus prepared by the Issuer for the issuance of the Bonds. For any subsequent issuance, if any working party disagrees on, or has any supplemental to, any matters disclosed in the Base Prospectus, this Supplemental Prospectus shall be corrected or supplemented accordingly and the relevant obligations and responsibilities shall be performed in connection therewith.

新开发银行可在中国银行间市场交易商协会就本项目出具接受注册通知书（落款日期为 2023 年 4 月 21 日，编号为中市协注[2023] RB1 号）之日起两（2）年内，在银行间市场分期发行总额为人民币 40,000,000,000 元的人民币债券，包括在其项下第一期基础发行规模为人民币 7,000,000,000 元、发行规模上限为人民币 8,500,000,000 元的人民币债券。

NDB may, from time to time during the period of two (2) years commencing on the date of issuance by NAFMII of the registration notice with respect to the Programme (dated 21 April 2023, with the serial number of NAFMII Zhong Shi Xie Zhu [2023] RB1 ), issue Renminbi bonds in an aggregate amount of RMB40,000,000,000 in the Interbank Market, including the first issuance of the Renminbi Bonds in a base issue size of RMB7,000,000,000 and a maximum issue size of RMB8,500,000,000 thereunder.

本期债券面向银行间市场公开发行。投资者应当认真阅读基础募集说明书及本续发募集说明书及有关本期债券的披露文件，进行独立的投资分析。交易商协会对本项目的注册，并不表明其对本期债券的投资价值做出了任何评价，也不代表对本期债券的投资风险做出了任何判断。

The Bonds will be publicly offered in the Interbank Market. Investors should carefully read the Base Prospectus, this Supplemental Prospectus and the other relevant Disclosure Documents, in respect of the Bonds, and carry out their own independent investment analysis. The registration of the Programme with NAFMII does not indicate that it has made any assessment of the investment value of the Bonds, nor does it indicate that it has made any judgments with respect to risks of investing in the Bonds.

发行人为本续发募集说明书所述的内容承担责任。在做出一切必要和合理的努力后，发行人确认，截至本续发募集说明书签署日，本续发募集说明书里的所有信息在所有重大方面均为真实、准确、完整、及时且在任何重大方面不存在虚假记载、误导性陈述和重大遗漏，并且截至本续发募集说明书签署日，除已披露信息外，无其他影响发行人偿债能力的重大事项。

The Issuer accepts responsibility for the information contained in this Supplemental Prospectus. The Issuer, having made all necessary and reasonable enquiries, confirms that, as of the date of this Supplemental Prospectus, all information in this Supplemental Prospectus is true, accurate, complete and up-to-date in all material respects and does not contain any untrue statements, misleading representations or material omissions in any material respect, and as of the date of this Supplemental Prospectus, other than the information disclosed herein, there is no material event that affects the ability of the Issuer to repay debts.

发行人承诺根据适用法律的规定和基础募集说明书及本续发募集说明书的约定履行义务。

The Issuer undertakes that it will perform its obligations in accordance with the applicable Laws and the terms set out in the Base Prospectus and this Supplemental Prospectus.

除本续发募集说明书所包括的内容外，发行人没有授权任何人就本期债券的发行和销售提供任何信息或做出任何陈述，且该信息或陈述（如有）不得被认为获得了发行人或任一承销商的授权而可被依赖。在任何情况下，本续发募集说明书的交付及与之相关的本期债券的任何发行及销售并不意味着发行人的财务状况或事务自本续发募集说明书签署之日（或本募集说明书最后一次修订或补充之日）起未发生不利变化，或任何与本期债券相关的信息在其披露之日或在其载明的日期（如有不同）之后仍为准确。本续发募集说明书发布之后的持续信息披露安排请见基础募集说明书第十章“信息披露安排”。

No person has been authorized to give any information or to make any representation other than those contained in this Supplemental Prospectus in connection with the offering or sale of the Bonds and, if given or made, such information or representation must not be relied upon as having been authorized by NDB or any Underwriter. Neither the delivery of this Supplemental Prospectus nor any offering or sale of the Bonds made in connection herewith shall, under any circumstances, create any implication that there has been no adverse change in the financial condition or affairs of NDB since the date hereof or the date upon which this Supplemental Prospectus has been most recently amended or supplemented, or that any other information disclosed in connection with the Bonds is correct as of any time subsequent to the date on which it is disclosed or, if different, the date indicated in the document containing the same. On-going disclosure arrangements after the issuance of this Supplemental Prospectus are described in Section 10 (*Disclosure Arrangement*) of the Base Prospectus.

发行人及其任何成员、理事、副理事、董事、副董事、官员及雇员不因发行和分发本续发募集说明书及发行和销售本期债券而放弃由《成立新开发银行的协议》、《中华人民共和国政府与新开发银行关于在中国上海设立新开发银行总部的协定》及由新开发银行成员或该成员的政治下属机构的任何法律赋予的任何权利、豁免、特权或免除，该等权利、豁免、特权或免除特此均明确保留。

The issuance and distribution of this Supplemental Prospectus and the issue and sale of the Bonds are not a waiver by NDB or by any of its members, Governors, Alternate Governors, Directors, Alternate Directors, Officers or employees of any of the rights, immunities, privileges or exemptions conferred upon any of them by the Agreement on the New Development Bank, the Agreement between the New Development Bank and the Government of the People's Republic of China regarding the Headquarters of the New Development Bank in Shanghai, China or by any Laws of any member of NDB or any political subdivision of any member, all of which are hereby expressly reserved.

建议潜在投资者在购买、取得或认购本期债券前咨询自己的财务、法律、税务、会计及其他顾问。

It is recommended that prospective investors consult their financial, legal, tax, accountants and other advisers before purchasing, acquiring or subscribing for, the Bonds.

凡通过认购、受让等合法手段取得并持有本期债券的投资者，均视同自愿接受基础募集说明书及本续发募集说明书对本期债券各项权利义务的约定，了解本期债券的风险特征和投资程序，具有承担本期债券投资风险的意愿和能力。

Any investor that acquires and holds the Bonds through subscription, transfer or other lawful means shall be deemed as having voluntarily accepted the terms and conditions prescribed in the Base Prospectus and this Supplemental Prospectus in respect of the relevant rights and obligations, understood the risk features and investment procedures of the Bonds, had the will and ability to assume the investment risks of the Bonds.

本续发募集说明书的分发及本期债券的发行和销售在部分司法辖区可能受到法律限制。发行人及承销商要求获得本续发募集说明书的人士自行了解并遵守上述限制。基础募集说明书中关于对发行、销售或转让本期债券或分发基础募集说明书的部分限制之描述亦适用于本续发募集说明书。

The distribution of this Supplemental Prospectus and the issue or sale of the Bonds in certain jurisdictions may be restricted by Laws. Persons into whose possession this Supplemental Prospectus comes are required by the Issuer and the Underwriters to inform themselves about and to observe any such restriction. The Base Prospectus includes certain restrictions in connection with the issue, sale or transfer of the Bonds or the distribution of the Base Prospectus, which also apply to this Supplemental Prospectus.

本期债券没有亦不会根据 1933 年《美国证券法》（经修订，以下简称“《美国证券法》”）注册。本期债券不得在美国境内发售或出售，但豁免遵守或不适用《美国证券法》注册要求的交易除外。本期债券根据《美国证券法》S 条例在美国境外发售。

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”). The Bonds may not be offered or sold in the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act. The Bonds are being offered outside the United States in reliance on Regulation S under the U.S. Securities Act.

**《新加坡证券及期货法》产品分类**——根据新加坡《证券及期货法》（第 289 章）（以下简称“《新加坡证券及期货法》”）第 309B (1)(c)条和《2018 年新加坡证券及期货（资本市场产品）法规》（以下简称“《新加坡 2018 年资本市场产品法规》”），发行人已确定，并在此告知所有相关人士（如《新加坡证券及期货法》第 309A(1)条所定义），将本期债券分类为“指定资本市场产品（prescribed capital market products）”（如《新加坡 2018 年资本市场产品法规》所定义）和“非特定投资产品（Excluded Investment Products）”（定义见新加坡金管局第 SFA 04-N12 号《关于销售投资产品的公告》和新加坡金管局第 FAA-N16 号《关于推荐投资产品的公告》）。

**Singapore Securities and Futures Act Product Classification** – In connection with Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), the classification of the Bonds as prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

如果任何人士在任何司法辖区内作出要约或要约邀请未经授权或属违法行为，基础募集说明书或本续发募集说明书或其它本期债券相关文件不得用于该人士在上述司法辖区内作出要约或要约邀请。

**Neither the Base Prospectus nor this Supplemental Prospectus nor any other document in connection with the Bonds may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.**

#### 有关前瞻性陈述的提示声明

##### **Statement relating to forward-looking statements**

本续发募集说明书包含与发行人财务及经营状况相关的前瞻性陈述。前瞻性陈述并非对过往事实的陈述，而是反映发行人信念和希望的陈述。某些字词例如“预料”、“期望”、“计划”、“相信”、“寻求”、“估计”、“潜在”及“合理可能”，及其它组合和类似措辞，均旨在让读者容易识别前瞻性陈述。这些陈述乃基于现行计划、估计及预测而做出，故投资者在阅读本续发募集说明书时不应依赖。前瞻性陈述仅以做出陈述当日的情况为依据，而不应假设有关陈述内容已经修订或更新以反映最新信息或日后事件。前瞻性陈述涉及不同的内在风险和不确定因素。多种因素均可导致实际结果偏离任何前瞻性陈述所预期或隐含的状况，在某些情况下甚至会出现重大偏差。

This Supplemental Prospectus contains forward-looking statements in respect of the financial condition and operational status of NDB. Such forward-looking statements only indicate NDB's beliefs and expectations, instead of statements of the historical facts. Some expressions, e.g., “anticipate”, “expect”, “intend”, “plan”, “believe”, “seek”, “estimate”, “potential” and “reasonably possible”, and other combinations and similar wordings are all intended to enable the readers to identify forward-looking statements easily. As such representations are made based on the current plans, estimates and forecasts, investors should not rely on them while reading this Supplemental Prospectus. Such forward-looking statements have been made on the basis of the objective circumstances existing on the date when they were made, and it should not be assumed that such statements have been amended or updated so as to reflect the latest information or events occurring thereafter. Forward-looking statements involve various inherent risks and uncertain factors. Many factors can result in actual results deviating from the situations expected or implied by such forward-looking statements, and in some circumstances there may even arise significant deviations.

#### 有关信息披露语言的提示声明

##### **Statement relating to the language used for information disclosure**

发行人就本期债券编制并发布的部分文件为中英双语版本（包括基础募集说明书第十章“信息披露安排”及本续发募集说明书第四章“对基础募集说明书的更新”、第六章“备查文件”中所述为中文及/或英文的文件）。如该等文件的中英文版本之间有歧义，以中文版为准，但上述中文文件应与基础募集说明书第十章“信息披露安排”及本续发

募集说明书第四章“对基础募集说明书的更新”、第六章“备查文件”所载的发行人不时发布的任何文件的中文以及英文版本（可能修改或替代上述中文文件中的表述）一并阅读。

Some of the documents prepared and presented by NDB in connection with the Bonds (including the documents in English and/or in Chinese listed under Section 10 (*Disclosure Arrangement*) of the Base Prospectus, Section 4 (*Update to the Base Prospectus*) and Section 6 (*Documents Available for Inspection*) of this Supplemental Prospectus) have been made in both Chinese and English. If there is any inconsistency between the two language versions, the Chinese version shall prevail, provided, however, that such Chinese language documents should always be read in conjunction with the Chinese and English versions of any documents disclosed by NDB from time to time (some of which may modify or supersede statements in such Chinese language document) in accordance with Section 10 (*Disclosure Arrangement*) of the Base Prospectus, Section 4 (*Update to the Base Prospectus*) and Section 6 (*Documents Available for Inspection*) of this Supplemental Prospectus.

#### 有关信息披露安排的提示声明

#### **Statement relating to the arrangements for information disclosure**

基础募集说明书包含定期报告的披露安排，该等安排可能与交易商协会发布的自律规则规定的安排存在差异。例如，在任一期债券存续期间，发行人将在每年 10 月 31 日前披露上一会计年度的独立审计报告及财务报表的英文及中文版本；以及于发行人在国际资本市场（包括其他证券市场）或在其官方网站披露未经审计的简明季度财务报表英文版（每年的最后一个季度报表无需披露）的同时或在该等披露后的合理最短时间内披露该等信息，并且在其后的合理最短时间内（且无论如何不晚于英文版本披露的十（10）个工作日内）披露其中文版本。

The Base Prospectus contains the arrangements for the disclosure of periodic reports, which may be different from the arrangements required under the self-regulatory rules issued by NAFMII. For example, during the period in which any series of Bonds remain outstanding, the Issuer will disclose copies of the English and Chinese version of the independent auditor's report and financial statements for the last financial year before 31 October of each year; and the English version of the unaudited condensed financial statements for each quarter (other than the last quarter of each year) at the same time (or as soon as reasonably practicable thereafter) as the Issuer discloses such information in the international capital markets (including other securities markets) or its official website, and as soon as reasonably practicable and in any event within ten (10) Business Days thereafter the Chinese version of such report.

详细信息请见基础募集说明书第十章“信息披露安排”。

Please see Section 10 (*Disclosure Arrangement*) of the Base Prospectus for the detailed information.

## 有关违约清偿事件的提示声明

### **Statement relating to the Payment Event of Default**

根据基础募集说明书的约定，对于发行人就任一期债券未按期支付的本金或利息，设置了九十（90）天的宽限期。对于发行人未能履行其在相关债券项下的其他义务，且已收到债券持有人发出的书面违约通知的情形，设置了三十（30）天的补救期限。

Under the Base Prospectus, the Issuer will have a grace period of ninety (90) Days in the event that the Issuer defaults in the payment of the principal of, or interest on, any series of Bonds. The Issuer will also have a thirty (30) day remedy period in the event that it fails to duly perform any of its other obligations under the relevant series of Bonds and receives the written notice of such default given by a Bondholder.

详细信息请见基础募集说明书第十四章“投资者保护机制”。

Please see Section 14 (*Investor Protection Mechanism*) of the Base Prospectus for the detailed information.

## 有关发行人有权提前赎回本期债券的提示声明

### **Statements regarding the Issuer's right to redeem the Bonds**

在出现本期债券发行条款规定的相关情形时，发行人有权赎回本期债券。

When any of the circumstances set out in the Issue Terms of the Bonds occurs, the Issuer has the right to redeem the Bonds.

关于提前赎回本期债券的详细信息请见本期债券发行条款。

Please see the Issue Terms of the Bonds for the detailed information relating to the early redemption of the Bonds.

## 有关债券持有人会议的提示声明

### **Statement relating to meetings of Bondholders.**

基础募集说明书包含债券持有人会议的安排，包括债券持有人会议的召集、法定人数和规则的相关安排。该等安排可能与交易商协会发布的自律规则规定的安排和程序存在差异。例如，须由特别决议通过的任何事项可在根据当期债券条款规定正式召集和召开的债券持有人会议上，经不少于四分之三的所投表决票数审批通过。

The Base Prospectus contains the arrangements for meetings of Bondholders, including those relating to the convening of, and quorum and rules for, meetings of Bondholders, which may be different from the arrangements and procedures required under the self-regulatory rules issued by NAFMII. For example, any matter subject to an Extraordinary Resolution may be



passed at a meeting of Bondholders duly convened and held in accordance with the terms of such series of Bonds by a majority consisting of not less than three-quarters of the votes cast.

详细信息请见基础募集说明书第十四章“投资者保护机制”。

Please see Section 14 (*Investor Protection Mechanism*) of the Base Prospectus for the detailed information.

## 有关会计准则的提示声明

### Statement relating to accounting standards

为编制和列示财务报表，新开发银行持续应用了国际会计准则委员会（“**国际会计准则委员会**”）颁布的对截至 2021 年 12 月 31 日止年度、截至 2020 年 12 月 31 日止年度以及截至 2019 年 12 月 31 日止年度有效的国际会计准则（“**国际会计准则**”）、国际财务报告准则（“**国际财务报告准则**”）及相关修订本和解释（“**国际财务报告准则解释**”）（统称“**国际财务报告准则**”）。简明财务报表根据国际会计准则第 34 号《中期财务报告》编制。截至 2021 年 12 月 31 日止的简明损益表、其他综合收益表以及相关附注也在新开发银行截至 2021 年 12 月 31 日止年度财务报表中列报供参考。投资者不应仅依据截至 2022 年 9 月 30 日止九个月期间的简明财务报表来理解发行人 2022 年的各项活动和财务状况，截至 2022 年 9 月 30 日止九个月期间的简明财务报表应与新开发银行截至 2021 年 12 月 31 日止年度财务报表一并阅读。投资者在阅读基础募集说明书及本续发募集说明书所援引的财务数据及指标时，应结合发行人的财务报表及其附注进行阅读，以全面了解发行人的各项活动和财务状况。

For the purpose of preparing and presenting the financial statements, NDB has consistently applied International Accounting Standards (“**IASs**”), International Financial Reporting Standards (“**IFRSs**”), amendments and the related Interpretations (“**IFRICs**”) (herein collectively referred to as the “**IFRSs**”) issued by the International Accounting Standards Board (“**IASB**”) which are effective for the year ended December 31, 2021, the year ended December 31, 2020 and the year ended December 31, 2019. The condensed financial statements have been prepared in accordance with International Accounting Standard (IAS) 34 “Interim Financial Reporting”. The condensed statement of profit or loss and other comprehensive income and relevant notes for the year ended December 31, 2021 are also presented in NDB’s financial statements for the year ended December 31, 2021 for reference. Investors should not only rely on the condensed financial statements for the nine months ended September 30, 2022 to understand NDB’s activities or financial conditions in 2022. The condensed financial statements for the nine months ended September 30, 2022 should be read in conjunction with NDB’s financial statements for the year ended December 31, 2021 for a comprehensive understanding of NDB’s activities or financial conditions. Investors should read the financial data and indicators referred to in the Base Prospectus and this Supplemental Prospectus in conjunction with the financial statements of NDB and the notes thereto.

《国际财务报告准则》在某些重大方面与中国财政部制定的中国企业会计准则（“**中国企业会计准则**”）及相关规章制度（“**中国会计准则**”）存在差异。有关国际财务报

告准则与中国会计准则之间的重大差异，请见“《国际会计准则/国际财务报告准则与中国企业会计准则之间重大差异的概要》”。

The IFRSs differs in certain material respects from the Accounting Standards for Business Enterprises (“ASBE”) and the relevant rules and regulations issued by the Ministry of Finance of the PRC (the “Chinese Accounting Standards”). For a discussion of the significant differences between IFRS and the Chinese Accounting Standards, please see “Summary of Significant Differences between IAS/IFRS and PRC ASBE”.

## 获取信息

### Access to Information

投资者可在本期债券发行期内至托管机构网站（[www.shclearing.com](http://www.shclearing.com)）、外汇交易中心网站（[www.chinamoney.com.cn](http://www.chinamoney.com.cn)）、中国银行间市场交易商协会综合业务和信息服务平台（[www.cfae.cn](http://www.cfae.cn)）及其它任何由发行人或牵头主承销商指定的地点、网站或媒体查阅本续发募集说明书全文。

Investors may obtain full access to this Supplemental Prospectus on the website of the Custody Institution ([www.shclearing.com](http://www.shclearing.com)), CFETS ([www.chinamoney.com.cn](http://www.chinamoney.com.cn)), NAFMII Integrated Operations and Information Service Platform ([www.cfae.cn](http://www.cfae.cn)) or any place, or on any website or through any media as otherwise designated by NDB or the Lead Underwriter during the issue period of the Bonds.

## 有关“债券通”的声明

### Statement relating to “Bond Connect”

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

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

境外投资者通过“债券通”投资于本期债券的，应满足中国人民银行对于境外合格投资者范围、可开展交易品种和可投资债券范围的相关要求。

Offshore investors participating in the Bonds through the “Bond Connect” shall comply with the requirements of PBOC in respect of the scope of eligible overseas investors and the scope of tradable and investable bonds types.

## 有关本期债券适用法律的声明

### **Statement relating to Governing Law of the Bonds**

本期债券受中国法律管辖，有关本期债券的争议解决适用中国法律。

The Bonds will be governed by PRC Laws, and any dispute in connection with the Bonds should be resolved pursuant to PRC Laws.

## 有关风险因素的声明

### **Statement relating to Risk Factors**

本期债券潜在投资者在作出投资决策前，应仔细考虑基础募集说明书第 4 章“风险因素”所述的风险以及基础募集说明书、本续发募集说明书和其他披露文件中所含的其他信息。

Prospective investors of the Bonds should carefully consider, among other things, the risks as set out in Section 4 (*Risk Factors*) of the Base Prospectus, as well as the other information contained in the Base Prospectus and this Supplemental Prospectus and the other Disclosure Documents, before making an investment decision.

本期债券不构成任何政府的义务。

**THE BONDS ARE NOT THE OBLIGATIONS OF ANY GOVERNMENT.**

**CERTAIN ENGLISH DISCLOSURE IN THIS SUPPLEMENTAL PROSPECTUS**

**THE ENGLISH DISCLOSURE (OTHER THAN THIS PAGE) CONTAINED IN THIS SUPPLEMENTAL PROSPECTUS (THE “ENGLISH DISCLOSURE”) IS AN ENGLISH TRANSLATION OF THE RESPECTIVE PARTS OF THE CHINESE VERSION OF THIS SUPPLEMENTAL PROSPECTUS (THE “CHINESE SUPPLEMENTAL PROSPECTUS”) WHICH ACCOMPANIES THE ENGLISH DISCLOSURE.**

**THE ENGLISH DISCLOSURE:**

- 1. IS ONLY PROVIDED FOR THE EASE OF YOUR REFERENCE;**
- 2. IS OF NO LEGAL EFFECT;**
- 3. MAY NOT BE AN ACCURATE TRANSLATION OF THE RESPECTIVE PARTS OF THE CHINESE SUPPLEMENTAL PROSPECTUS DUE TO THE DIFFERENCES IN GRAMMAR AND LEGAL TERMINOLOGIES. TERMS OR WORDS USED IN THE CHINESE SUPPLEMENTAL PROSPECTUS MAY HAVE DIFFERENT MEANINGS OR CONNOTATIONS COMPARED TO THE ENGLISH DISCLOSURE;**
- 4. IS NEITHER REVIEWED NOR APPROVED BY ANY REGULATORY AUTHORITY (WHETHER IN THE PRC OR ELSEWHERE);**
- 5. MUST NOT BE RELIED UPON IN MAKING ANY DECISION OR TAKING ANY ACTION OTHER THAN AS A GUIDE AS TO THE CONTENTS OF THE CHINESE SUPPLEMENTAL PROSPECTUS.**

**THE CHINESE SUPPLEMENTAL PROSPECTUS PREVAILS OVER THE ENGLISH DISCLOSURE FOR ALL PURPOSES AND UNDER ALL CIRCUMSTANCES (WHETHER OR NOT THE ENGLISH DISCLOSURE AND THE RESPECTIVE PARTS OF THE CHINESE SUPPLEMENTAL PROSPECTUS ARE INCONSISTENT).**

**THE ISSUER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTHFULLNESS OR ACCURACY OF THE ENGLISH DISCLOSURE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE ISSUER DISCLAIMS ALL LIABILITY FOR ANY ERRORS, OMISSIONS, DEFECTS OR MISREPRESENTATIONS IN, OR FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT, AND HOWSOEVER CAUSED) BY ANY PERSON WHO USES OR RELIES ON INFORMATION CONTAINED IN THE ENGLISH DISCLOSURE.**

**ANY READER OF THE ENGLISH DISCLOSURE ACKNOWLEDGES AND AGREES TO THE TERMS OF THIS IMPORTANT NOTICE AND AGREES NOT TO MAKE ANY CLAIM, OR TO TAKE ACTION OR PROCEEDING, AGAINST THE ISSUER IN RESPECT OF THE ENGLISH DISCLOSURE.**

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## 第一章 发行条款和发行安排

### SECTION 1 ISSUE TERMS AND ARRANGEMENTS FOR ISSUE

#### 1. 本期债券的主要发行条款

##### **Key Issue Terms of the Bonds**

##### (1) 本期债券名称

Name of the Bonds

新开发银行 2023 年度第一期人民币债券（债券通）

New Development Bank 2023 Renminbi Bond (Series 1) (Bond Connect)

##### (2) 发行人

Issuer

新开发银行

New Development Bank

##### (3) 本期债券的牵头主承销商

Lead Underwriter for the Bonds

中国银行股份有限公司

Bank of China Limited

##### (4) 本期债券的联席主承销商

Joint Underwriters for the Bonds

中国工商银行股份有限公司、中国农业银行股份有限公司、中国建设银行股份有限公司、平安银行股份有限公司、宁波银行股份有限公司、中信证券股份有限公司及国泰君安证券股份有限公司

Industrial and Commercial Bank of China Limited, Agricultural Bank of China Limited, China Construction Bank Corporation, Ping An Bank Co., Ltd., Bank of Ningbo Co., Ltd., CITIC Securities Co., Ltd. and Guotai Junan Securities Co., Ltd.

##### (5) 簿记管理人

Bookrunner

中国银行股份有限公司

Bank of China Limited

- (6) 发行人在中国债券市场待偿还债务融资工具余额

Debt Financing Instruments Outstanding by the Issuer in the PRC bond market

截至本续发募集说明书签署日，发行人待偿还人民币债券本金余额总计为人民币 230 亿元。

As of the date of the signing of this Supplemental Prospectus, the outstanding principal amount of the Renminbi bonds issued by the Issuer is RMB 23 billion in aggregate.

- (7) 接受注册通知书文号

Registration Acceptance Notice Number

中市协注[2023] RB1

Zhong Shi Xie Zhu [2023] RB1

- (8) 本项目的注册金额

Registration Amount of the Programme

人民币 40,000,000,000 元

RMB40,000,000,000

- (9) 本期债券的基础发行规模

Base Issue Size of the Bonds

人民币 7,000,000,000 元

RMB 7,000,000,000

- (10) 本期债券的发行规模上限

Maximum Issue Size of the Bonds

人民币 8,500,000,000 元

RMB 8,500,000,000

- (11) 本期债券的期限

Tenor of the Bonds

本期债券的期限三（3）年。

The tenor of the Bonds is three (3) years.

(12) 本期债券的性质

Nature of the Bonds

本期债券构成发行人合法、有效、有约束力、直接以及无担保的义务。

The Bonds constitute the legal, valid, binding, direct and unsecured obligation of the Issuer.

本期债券并非任何政府的义务。

**THE BONDS ARE NOT THE OBLIGATIONS OF ANY GOVERNMENT.**

(13) 本期债券的顺位

Priority of the Bonds

本期债券与发行人（不论是现在还是将来）的所有其它无担保和非次级的债务清偿顺序相同，但法律规定的优先义务除外。

The Bonds rank *pari passu*, without any preference among themselves and equally with all other unsecured and unsubordinated obligations (whether present or future) of the Issuer except those obligations preferred by applicable Laws.

(14) 信用增进

Credit Enhancement

本期债券不设任何第三方担保。

The Bonds are not guaranteed by any third party.

(15) 本期债券形式

Form of the Bonds

本期债券采取实名制记账方式发行。

The Bonds will be issued in the form of real name book-entry.

(16) 募集资金使用

Use of Proceeds

新开发银行旨在为其成员国及其他新兴经济体和发展中国家的基础设施建设和可持续发展项目动员资源。这一原则贯穿于发行人的政策和经营，指导发行人采取行动以支持其成员国实现其发展愿景，特别是联合国《2030 年可持续发展议程》和



2015 年《巴黎气候变化协定》所阐明的愿望。为了实现其目标，发行人通过贷款、担保、参股和其他金融工具支持公共及私营项目。

NDB's mandate is to mobilise resources for infrastructure and sustainable development projects in its member states and other emerging economies and developing countries. This principle pervades the Issuer's policies and operations and guides the Issuer's actions towards supporting its member states to achieve their development aspirations, especially those articulated in the United Nations 2030 Agenda and the 2015 Paris Agreement on Climate Change. To fulfil its purpose, the Issuer supports public and private projects through loans, guarantees, equity participation and other financial instruments.

本期债券发行的募集资金净额将用作发行人的公司一般用途，且将用于为可持续发展项目或进程提供融资、为利益相关方提供获益的产品、服务或成果及/或致力于加速实现本行成员国的可持续发展目标。本期债券项下不超过 100% 的募集资金净额可汇至境外使用，用于提供人民币融资及/或兑换成其他货币。在被投入使用之前，本期债券发行的募集资金净额将作为发行人流动性资产的一部分进行投资。

The net proceeds from the sale of the Bonds will be used as general corporate resources of the Issuer and will be used to finance sustainable activities or processes, and deliver products, services or outcome that benefit stakeholders and/or contribute to solutions relating to the Sustainable Development Goals in the Bank's member countries. Up to 100% of the net proceeds raised under the Bonds may be remitted offshore in RMB and/or converted into other currencies. Pending their use, the net proceeds from the sale of the Bonds will be invested as part of the Issuer's liquid assets.

#### (17) 面值

##### Denomination

本期债券的发行面值为人民币 100 元，即每一记账单位对应的债券本金为人民币 100 元。

The Bonds will be issued in denominations of RMB100, which is with each accounting entry for a Bond being RMB100.

#### (18) 发行价格

##### Issue Price

本期债券将以面值发行。

The Bonds will be issued at par.

#### (19) 最小认购金额

##### Minimum Subscription Amount

本期债券的认购者的最小认购金额应为人民币 500 万元，并且如果超过人民币 500 万元，应为人民币 100 万元的整数倍。

The minimum amount to be subscribed for by a subscriber of the Bonds shall be RMB5,000,000 or integral multiples of RMB1,000,000 in excess thereof.

(20) 计息方式

Interest Basis

本期债券采用固定利率方式，采用单利按年计息，不计复利。

Interest shall be fixed, based on an annual rate and calculated at simple interest, without any compounding.

利息按一年的实际天数计算，平年为三百六十五（365）天，闰年为三百六十六（366）天。

Interest will be calculated on the basis of the actual number of Days elapsed in a year of three hundred and sixty-five (365) Days or, in a leap year, three hundred and sixty-six (366) Days.

(21) 利率

Rate of Interest

本期债券采用固定利率方式。最终利率在有关本期债券的簿记建档操作完成并经发行人、牵头主承销商和联席主承销商确认后，根据适用规则在发行公告中予以披露。利率在本期债券期限内保持不变。

The rate of interest shall be fixed. The final rate of interest shall be disclosed in an announcement made in accordance with the applicable rules and be determined by the Issuer, the Lead Underwriter and the Joint Underwriters after the Bookbuilding exercise in respect of the Bonds have been completed. The rate of interest shall not change during the term of the Bonds.

(22) 承销方式

Form of underwriting

未售出的本期债券由牵头主承销商和联席主承销商根据《承销协议》的规定承销。

The balance of the Bonds unsold will be underwritten by the Lead Underwriter and the Joint Underwriters pursuant to the Underwriting Agreement.

(23) 本期债券的发行日/簿记建档日

Issuance Date/Bookbuilding Date for the Bonds

2023 年 5 月 29 日

29 May 2023

(24) 本期债券的发行期间

Offering Period for the Bonds

2023 年 5 月 29 日

29 May 2023

(25) 本期债券的分销期

Distribution Dates of the Bonds

自 2023 年 5 月 29 日至 2023 年 5 月 30 日

From 29 May 2023 to 30 May 2023

(26) 本期债券的缴款日

Settlement Date for the Bonds

2023 年 5 月 30 日

30 May 2023

(27) 本期债券的起息日期

Interest Accrual Start Date for the Bonds

2023 年 5 月 30 日

30 May 2023

(28) 债权债务登记日期

Bond Registration Date

2023 年 5 月 30 日

30 May 2023

(29) 本期债券的付息期限

Interest Payment Period for the Bonds

本期债券的付息期限为 2023 年 5 月 30 日至 2026 年 5 月 29 日。

The interest payment period for the Bonds shall be from 30 May 2023 to 29 May 2026.

(30) 本期债券的付息日

**Interest Payment Date for the Bonds**

本期债券的付息日为其存续期内每年的 5 月 30 日；首个付息日为 2024 年 5 月 30 日，最后一个付息日为 2026 年 5 月 30 日。在付息期内，付息日如遇非工作日，则顺延至下一个工作日。顺延支付期间不另计息。

The interest payment dates for the Bonds shall be 30 May of each year during its tenor; the first interest payment date shall be on 30 May 2024, and the last interest payment date shall be on 30 May 2026. If an interest payment date falls on a Day that is not a Business Day, it will be postponed to the next Business Day. Additional interest will not be paid as a result of each such postponed payment.

(31) 本期债券的兑付日

**Maturity Date for the Bonds**

本期债券的兑付日为 2026 年 5 月 30 日。兑付日如遇非工作日，则顺延至下一个工作日。顺延支付期间不另计息。

The maturity date for the Bonds shall be 30 May 2026. If a maturity date falls on a Day that is not a Business Day, it will be postponed to the next Business Day. Additional interest will not be paid as a result of such postponed payment.

(32) 兑付金额

**Repayment Amount**

按面值与利息合计兑付。

Payment based on the face value and interest.

(33) 本期债券的还本付息

**Interest Payment and Principal Repayment for the Bonds**

本期债券在付息日按年付息。本期债券在兑付日一次还本。

Interest on the Bonds shall be paid annually on the interest payment date. The principal of the Bonds shall be repaid in one lump sum on the maturity date of the Bonds.

(34) 付息及兑付方式

**Method of Interest Payment and Principal Repayment**

本期债券存续期限内，在每次付息日前两（2）个工作日或相关兑付日前五（5）个工作日，发行人应在交易商协会指定或认可的媒体平台上发布“付息公告”或“兑付公告”。本期债券的付息和兑付，应按照规定由托管机构和香港金融管理局债务工具中央结算系统（HKMA-CMU）（适用于通过“债券通”投资的境外投资者）完成。

While the Bonds are still outstanding, the Issuer shall, two (2) Business Days prior to any interest payment date or five (5) Business Days prior to the relevant maturity date, publish a “payment announcement” or “maturity announcement” on the media platform designated or recognised by NAFMII. The interest and principal payable in respect of the Bonds shall be made in accordance with the applicable rules, and shall be completed by the Custody Institution and (for the offshore investors who invest through “Bond Connect”) HKMA-CMU.

发行人或其代表根据发行人与托管机构的有关协议约定向托管机构或其代理人做出的、对托管机构登记的本期债券的账户持有人的支付，在该等支付完成时，即构成发行人在所有方面在本期债券项下对上述支付金额的所有义务和负债的绝对、无条件的免除及完成。本期债券项下包括本金和利息在内的所有款项将以人民币支付。

Any payment made by or on behalf of the Issuer to the Custody Institution or its agent pursuant to the relevant agreement between the Issuer and the Custody Institution, for the account of a person in whose name a Bond is, at the time such payment is made, registered in the register held by the Custody Institution, constitutes for all purposes an absolute and unconditional release and discharge of the Issuer, to the extent of such payment, of all obligations and indebtedness in respect of such Bond in relation to which such payment was made. All payments under the Bonds, including principal and interest, will be made in Renminbi.

### (35) 发行方式

#### Method of the Offering

本期债券通过在北金所集中簿记建档、集中配售的方式公开发行。

The Bonds will be issued by way of a public offering through centralized Bookbuilding and placement at CFAE.

### (36) 集中簿记建档系统技术支持机构

#### Technology Supporting Institution for the Centralized Bookbuilding

北金所

CFAE.

(37) 提前赎回

**Early Redemption**

如发行人履行本期债券项下的任何义务将全部或就任何部分不再合法或事实上不能实行，包括但不限于由于遵守任何适用的现有或将来的政府、行政机构、立法或司法部门的法律而导致的不再合法或事实上不能实行，则发行人有权不再履行该等义务。在该等情况下，发行人有权选择以等于本期债券本金加上赎回日应计利息的价格赎回本期债券。

The Issuer may cease to perform its obligation under the Bonds if the performance of such obligations shall have become unlawful or impracticable in whole or in part, including without limitation as a result of the compliance with any present or future applicable Laws issued by any government, administrative authority, legislative or judicial authority or power. In such circumstances, the Bonds shall be redeemable at the option of the Issuer at an amount equal to their principal amount together with any interest accrued to the date set for redemption.

(38) 回售权

**Put Right**

投资者在兑付日前不得向发行人回售本期债券。

Investors do not have the right to sell back the Bonds to the Issuer before the maturity date.

(39) 信用评级机构及评级结果

**Credit Rating Agencies and Credit Rating**

本期债券未被任何中国信用评级机构评级。

There is no credit rating of the Bonds from any domestic credit rating agency.

(40) 交易

**Trading**

本期债券发行结束并确认与本期债券相关的权利和义务后，经托管机构登记，即可在登记日的次一工作日，按照银行间市场的有关规定在银行间市场交易。

After the completion of the issue of the Bonds and confirmation of the rights and obligations relating to the Bonds, and upon completion of registration with the Custody Institution, the Bonds can be traded on the Business Day following the registration date in the Interbank Market in accordance with its rules.

(41) 托管机构

Custody Institution

上海清算所。

Shanghai Clearing House

(42) 税务

Taxation

根据适用税收法律的规定，因投资本期债券所应缴纳的任何税款由债券持有人承担。

Any tax payable on the Bonds pursuant to any applicable taxation Laws shall be borne by the Bondholders.

(43) 适用法律

Applicable Laws

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，均受中国法律管辖。

The existence, validity, interpretation, performance of, and any dispute in connection with, the Bonds, shall be governed by PRC Laws.

(44) 争议解决

Dispute Resolution

任何因本期债券引起或与之相关的争议应提交上海国际仲裁中心，在遵守下列规定的前提下，在上海仲裁解决：

Any dispute arising out of or in connection with the Bonds shall be submitted to SHIAC for arbitration in Shanghai, subject to the following provisions:

- (i) 除非双方另有约定，应根据截至本续发募集说明书签署之日有效的上海国际仲裁中心 2015 年《仲裁规则》进行仲裁；

Unless otherwise agreed by the parties, the arbitration shall be conducted in accordance with the 2015 SHIAC Arbitration Rules in effect as at the date of this Supplemental Prospectus;

- (ii) 仲裁适用法律应为中国法律；

The Laws of such arbitration shall be PRC Laws;

(iii) 语言

Language

仲裁程序应以英文和中文进行，除非双方另有约定：

The arbitration proceedings shall be conducted in English and Chinese, and unless otherwise agreed by the parties:

- (a) 口头陈词应以英文或中文做出，并同时提供同声翻译，因提供同声翻译而引起的费用由双方分摊；

All oral submissions must be made in either English or Chinese, with simultaneous interpretation provided at the same time and the parties shall share the costs of providing the simultaneous interpretation;

- (b) 提交和呈递的所有文件（包括书面陈词和证人证言）须以中英双语书就。文件的两种语言文本须同时提交给另一方及仲裁员。双方应自担费用提供按上述方式提交和呈递的文件的准确英文或中文翻译；

All documents (including written submissions and oral evidence) filed and submitted must be bilingual in both English and Chinese. Both language versions of the documents must be submitted at the same time to the other party and the arbitrators. Each party shall bear its own costs in providing an accurate English or Chinese translation of the documents so filed and submitted;

- (c) 如果任何一方拟依赖以英文或中文以外的任何语言的书证或证人证据，则该方应负责在提交原始语言版本的同时，向另一方及仲裁员提供上述书证或证人证据的准确英文和中文翻译或口译；

Any party wishing to rely on documentary or witness evidence in any language other than English or Chinese shall be responsible for providing an accurate English and Chinese translation or interpretation of the same to the other party and to the arbitrators, at the same time as the original language version is provided;

- (d) 有意提交和呈递的任何文件或证据，未经提供英文、中文或中英双语翻译或口译，则不予采纳；和

In the absence of either or both of the English and Chinese translation or interpretation, any documents or evidence purportedly filed and submitted shall be disregarded; and

- (e) 英文与中文如果有任何不一致或含糊不清之处，以中文为准，除非原始签署文件为英文；



In case of any discrepancy or ambiguity between the Chinese and English versions, the Chinese version shall prevail, unless the original executed document is in English;

- (iv) 双方同意从上海国际仲裁中心的仲裁员名单以外的人选中提名和指定仲裁员。因一方未能提名其意向的仲裁员，或双方未能共同提名首席仲裁员，或双方未能提交各自有关首席仲裁员的推荐候选人名单，而需委托或请求上海国际仲裁中心主任指定一名仲裁员时，上海国际仲裁中心主任应从上海国际仲裁中心仲裁员名单中选择和指定相关仲裁员；

The parties agree to the nomination and appointment of arbitrators from outside of SHIAC's Panel of Arbitrators. Where the Chairman of SHIAC is entrusted or required to appoint an arbitrator, either as a result of a party's failure to nominate its proposed arbitrator or because of the parties' failure to jointly nominate the presiding arbitrator or to submit their respective lists of recommended candidates for the presiding arbitrator, the Chairman of SHIAC shall choose and appoint the relevant arbitrator from the list of SHIAC's Panel of Arbitrators;

- (v) 仲裁裁决为终局，且对双方具有约束力；

An arbitral award is final and binding upon both parties;

- (vi) 本续发募集说明书的任何条款均不应被解释为豁免、放弃或修改发行人在《成立新开发银行的协议》（包括所附的《关于新开发银行的协定》）、国际公约或任何适用法律下享有的任何豁免、特权或免除。尽管有前述规定，新开发银行根据本第（44）条的规定已明确提交仲裁，且对于因本续发募集说明书的规定明确提交仲裁而针对其作出的仲裁裁决的强制执行不享有豁免、特权或免除。

Nothing in this Supplemental Prospectus shall be construed as a waiver, renunciation or other modification of any immunities, privileges or exemptions of the Issuer accorded under the Agreement on the New Development Bank (including the Articles of Agreement annexed thereto), international convention or any applicable Laws. Notwithstanding the foregoing, NDB has made an express submission to arbitration under this Term 44 and has no immunities, privileges or exemptions in respect of the enforcement of an arbitral award duly issued against it as a result of its express submission to arbitration pursuant to this Supplemental Prospectus.

#### (45) 违约清偿事件

##### Payment Event of Default

若发行人就本期债券未按期支付本金或利息、且上述违约情况持续超过九十（90）天，则在上述违约事件发生后及持续存在的任何时间，债券持有人可向发行人递送（或促使他人递送）书面通知，载明该债券持有人选择宣布其持有的本期债券本金（通知中应注明其详细信息）到期应付。该债券持有人持有的本期债券之本金及应

计利息在上述书面通知送达发行人的第三十（30）日即到期应付，除非在此之前所有上述以前存在的违约事件已被解决。

If the Issuer defaults in the payment of the principal of, or interest on, the Bonds, and such default continues for a period of ninety (90) Days, then at any time thereafter and during the continuance of such default, a Bondholder may deliver or cause to be delivered to the Issuer, a written notice that such Bondholder elects to declare the principal of the Bonds held by it (the details of which shall be set forth in such notice) to be due and payable, and on the thirtieth (30<sup>th</sup>) Day after such notice is delivered to the Issuer, the principal of and accrued interest on the Bonds held by such Bondholder shall become due and payable, unless prior to that time all such defaults previously existing have been cured.

(46) 修改、放弃和代替

**Modification, Waiver and Substitution**

在下列情形下，发行人可不经债券持有人同意修改、修订、放弃或委托任何事项（包括本期债券项下的任何条款或其在本期债券项下的任何义务）：

In the situations specified below, the Issuer may, without the consent of any Bondholder amend, modify, waive or delegate any matter (including any of the provisions of, or its obligations is under, the Bonds):

(i) 上述修改、修订、放弃或委托不实质影响债券持有人的利益；或

where the amendment, modification, waiver or delegation does not materially prejudice the interests of the Bondholders; or

(ii) 对本期债券的修改或修订为形式、细节或技术上的修改，或者为纠正明显错误，或者做出上述修改、放弃或委托以便符合法律的强制性规定。

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

(47) 债券持有人会议

**Meeting of Bondholders**

本发行条款及基础募集说明书第十四章“投资者保护机制”第三节“债券持有人会议”包含就债券持有人审议影响其利益之事宜召集债券持有人会议的规定，包括于有效召集并召开的会议中通过对本期债券任何条款修订之决议的批准。此类会议由发行人或监督人根据持有不少于本期债券届时未偿本金金额10%的债券持有人的书面请求召开。任何于此类会议正式通过的决议对各债券持有人有约束力（无论其是否出席此决议通过的会议）。召开涉及一项特别决议的任何会议的法定人数为总计

持有或代表本期债券届时未偿本金金额 50% 以上并出席会议的两名或两名以上有权出席该会议的债券持有人，或任何延期会议上，法定人数为总计持有或代表任何本期债券届时未偿本金金额并出席会议的两名或两名以上有权出席债券持有人会议的债券持有人，除非此类会议包括考虑以下提议：(i) 修改本期债券的兑付日或赎回日或任何付息日，(ii) 减少或取消本期债券应付本金或应付赎回溢价，(iii) 降低本期债券相关利率，或更改利率或利息数额的计算方法或计算基础，或更改本期债券相关任何利息数额的计算基础，(iv) 更改计算任何赎回金额的计算方法或计算基础，(v) 更改本期债券的币种或支付币种或面值，(vi) 采取本条规定的仅能在特殊法定人数条款适用的特别决议批准后才能采取的行动，或(vii) 修改关于持有人会议所需的法定人数或通过特别决议时所需多数的规定，在该等情况下，所需的法定人数为总计持有或代表本期债券届时未偿本金金额不少于 75% 并出席会议的两名或两名以上有权出席该会议的债券持有人，或对于任何延期会议为本期债券届时未偿本金金额不少于 25%。

This Term and Part 3 (*Meetings of Bondholders*) in Section 14 (*Investor Protection Mechanism*) of the Base Prospectus contain provisions for convening meetings of Bondholders to consider matters affecting their interests, including the sanctioning by a resolution passed at a meeting duly convened and held of a modification of any of the Terms of the Bonds. Such a meeting may be convened by the Issuer or the Supervisor upon written request of Bondholders holding not less than 10% in principal amount of the Bonds for the time being outstanding. Any resolution duly passed at such a meeting shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed). The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more Bondholders who are entitled to attend the meeting holding or representing in the aggregate more than 50% in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting two or more Bondholders who are entitled to attend the meeting of Bondholders holding or representing whatever the principal amount of the Bonds held or represented by them, unless the business of such meeting includes consideration of proposals, inter alia (i) to amend the dates of maturity or redemption of the Bonds or the due date for any payment of interest, (ii) to reduce or cancel the principal amount payable, or premium payable on redemption, of the Bonds, (iii) reduce the rate or rates of interest in respect of the Bonds or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any interest amount in respect of the Bonds, (iv) to vary any method of, or basis for, calculating any redemption amount, (v) to vary the currency or currencies of payments or denomination of the Bonds, (vi) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, or (vii) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, in which case the necessary quorum will be two or more Bondholders who are entitled to attend the meeting present holding or representing in the aggregate not less than 75%, or at any adjourned meeting not less than 25%, in principal amount of the Bonds for the time being outstanding.

由持有本期债券届时未偿本金金额不少于75%的债券持有人或其代理人及根据基础募集说明书第十四章“投资者保护机制”第三节“债券持有人会议”中规定的届时有权接受会议通知的本期债券持有人签署的书面决议，与在正式召集和召开的本期债券持有人会议上通过的特别决议具有相同效力。该等书面决议可能会载于形式相同的一份或多份文件中，其中每一文件均由一个或多个债券持有人或其代表签署。

A resolution in writing signed by or on behalf of the Bondholders of not less than 75% in principal amount of the Bonds for the time being outstanding and who for the time being are entitled to receive notice of a meeting in accordance with the provisions set out in Part 3 (*Meetings of Bondholders*) in Section 14 (*Investor Protection Mechanism*) of the Base Prospectus shall be as valid and effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.

任何修改本期债券条款的决议所批准的事项，只有在发行人书面同意后才能生效并对发行人具有约束力。

The matters approved by any resolution to amend the terms of the Bonds shall take effect and bind the Issuer only upon the Issuer's written consent.

详细约定请见基础募集说明书第十四章“投资者保护机制”第三节“债券持有人会议”的规定。

Please see Part 3 (*Meetings of Bondholders*) in Section 14 (*Investor Protection Mechanism*) of the Base Prospectus for detailed provisions.

#### (48) 发行对象

##### Target Investors

银行间市场的机构投资者（相关法律禁止购买者除外）。境外投资者可通过“债券通”参与本期债券认购，所涉及的登记、托管、清算、结算、资金汇兑汇付等具体安排需遵循人民银行《内地与香港债券市场互联互通合作管理暂行办法》等相关法律及其他相关方的规则执行。

Any institutional investor in the Interbank Market (other than a purchaser prohibited or restricted by the relevant Laws). Offshore investors may participate in the subscription of the Bonds through the “Bond Connect” regime and should, in connection with the registration, custody, clearing, settlement of the Bonds and remittance and conversion of funds, comply with applicable Laws, including the *Interim Measures for the Connection and Cooperation between the Mainland China and the Hong Kong Bond Market* published by PBOC, as well as rules by other relevant parties.

## 2. 认购与托管

### Subscription and Custody

- (1) 本期债券采用在北金所集中簿记建档的方式公开发行业。投资者参与本期债券簿记配售的具体办法和要求将在牵头主承销商发布的本期债券申购要约与申购提示性说明中规定。

The Bonds will be issued by way of a public offering through centralized Bookbuilding and placement at CFAE. The methods and requirements for the investors to participate in the bookbuilding and allocation process will be specified in the Subscription Offer and Explanation in relation to the Bonds to be published by the Lead Underwriter.

- (2) 投资者凭符合本期债券申购要约与申购提示性说明中规定的要约认购本期债券。如法律对本条所述另有规定，按照相关规定执行。

The investors shall subscribe for the Bonds by submitting the subscription offer as set out in the Subscription Offer and Explanation. Where there are any other requirements in any Laws, such requirements shall be complied with.

- (3) 上海清算所为本期债券的登记、托管和结算机构，香港金融管理局债务工具中央结算系统（HKMA-CMU）（如适用）将为在其开户的境外投资者提供登记、托管和结算服务。

Shanghai Clearing House shall be the registration, custody and settlement institution for the Bonds, and (if applicable) HKMA-CMU will provide service for the registration, custody and settlement for the offshore investors who open accounts in HKMA-CMU.

- (4) 认购本期债券的投资者应在托管机构开立甲类或乙类托管账户，或通过银行间市场中的债券结算代理人在托管机构开立丙类托管账户，或（如适用）在香港金融管理局债务工具中央结算系统（HKMA-CMU）开立名义持有人债券账户或自营债券账户。

The Investors subscribing for the Bonds shall have a Type A or Type B custody account opened directly with the Custody Institution, or a Type C custody account opened indirectly through a bond settlement agent in the Interbank Market with the Custody Institution, or (if applicable) a nominee bond account or proprietary bond account with HKMA-CMU.

- (5) 承销团成员在发行期内可向其他潜在投资者分销本期债券。

During the Offering Period, members of the Underwriting Syndicate may distribute the Bonds to other prospective investors.

- (6) 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，但须遵循本期债券托管机构的有关规定。

No additional expenses will be charged to the investors when completing the subscription, registration and custody procedures, but such investors shall comply with the relevant rules of the custody institution of the Bonds.

- (7) 若上述有关本期债券认购与托管之规定与任何现行有效或不时修订、颁布的法律或托管机构的有关规定产生任何冲突或抵触，应以该等现行有效或不时修订、颁布的法律、法规、托管机构的有关规定为准。

If there is any conflict or contravention between the above provisions relating to the subscription for, and custody of, the Bonds and any laws, regulations or rules of the Custody Institution currently in force or revised or enacted from time to time, the provisions of any laws, regulations or rules of the Custody Institution currently in force or revised or enacted from time to time shall prevail.

### 3. 发行人声明与保证

#### **Representations and Warranties of the Issuer**

新开发银行作为本期债券的发行人，作出如下声明和保证：

As the issuer of the Bonds, the Bank represents and warrants that:

- (1) 本行根据《成立新开发银行的协议》成立，拥有充分的权力、授权和法定权利拥有其资产和经营其业务；

the Bank is established pursuant to the Agreement on the New Development Bank and has full power, authority and legal rights to own its assets and operate its businesses;

- (2) 本行有充分的权力、授权和法定权利发行本项目项下的本期债券，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；

the Bank has full power, authority and legal rights to issue the Bonds under the Programme and has taken all the corporate actions and other actions necessary for approving the issuance of the Bonds;

- (3) 本行发行本期债券或履行本期债券项下的任何义务或行使本行在本期债券项下的任何权利将不会与适用于本行的任何法律、授权、协议或义务相抵触，或如果存在相抵触的情况，本行已经取得有关监管机关和/或主管部门的有效豁免，并且这些豁免根据适用法律合法、有效，并可以强制执行；

the issuance of the Bonds, the performance of any obligation under the Bonds or the enforcement of any right under the Bonds will not conflict with any Laws, authorization, agreement or obligation applicable to the Bank, and if there is any conflict, the Bank has obtained from relevant regulatory authorities and/or competent authorities the effective waivers which are legal, valid and enforceable under applicable Laws;

- (4) 本行已经按照监管机关、主管部门和其它有关机构的要求，按时将所有的报告、决议、注册表格或其它要求递交的文件以适当的形式向其递交、登记或备案；

the Bank has, as required by the regulatory authorities, competent authorities and other relevant authorities, submitted to, or registered or filed with, such authorities in an appropriate form all the reports, resolutions, registration forms and other required documents on schedule;

- (5) 本行向投资者提供的资料在一切重大方面是真实、完整和准确的；及

the information provided by the Bank to the investors is true, complete and accurate in all material respects; and

- (6) 就本期债券发行当时存在的事实和情况而言，本行向投资者作出的声明和保证均是真实和准确的。

the representations and warranties made by the Bank to the investors in respect of the current facts and conditions at the time of the issuance of the Bonds are true and accurate.

#### 4. 投资者的声明与保证

##### **Investor's Representations and Warranties**

认购、购买和获取本期债券的每一投资者被视为向发行人作出以下陈述与保证并且（如适用）同意如下：

Each investor subscribing for, purchasing and acquiring the Bonds represents and warrants to and (where applicable) agrees with the Issuer that:

- (1) 投资者有充分的权力、权利和授权认购、购买和获取本期债券，并已采取认购、购买和获取本期债券所必需的所有公司行为和其他行为；

it has full power, rights and authority to subscribe for, purchase and acquire the Bonds and has taken all the corporate actions and other actions necessary for the subscription, purchase and acquisition of the Bonds;

- (2) 认购、购买和获取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、授权、协议或义务相抵触；

the subscription, purchase and acquisition of the Bonds, the performance of any obligation under the Bonds or the enforcement of any right under the Bonds will not conflict with any Laws, authorization, agreement or obligation applicable to it;

- (3) 在评价和认购、购买和获取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；

when making any assessment of the Bonds and upon the subscription, purchase and acquisition of the Bonds, it has fully understood and carefully considered the various risks related to the Bonds;

- (4) 投资者接受基础募集说明书及本续发募集说明书对本期债券项下权利义务的所有规定并同意受其约束;

it accepts, and agrees to be bound by, all the provisions contained in the Base Prospectus and this Supplemental Prospectus with respect to its rights and obligations under the Bonds;

- (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或登记后, 可能继续增发新的优先于本期债券或与本期债券偿还顺序相同的债券, 而无需征得本期债券投资者的同意; 及

to the extent required by the future business operations of the Issuer and subject to the approval of, or registration with, the relevant authorities, the Issuer may, after the completion of the issuance of the Bonds, continue to issue new bonds that have the same repayment order as, or senior to, the Bonds, without requiring the consent of any investor of the Bonds; and

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

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



## 第二章 本期债券募集资金使用

新开发银行旨在为其成员国及其他新兴经济体和发展中国家的基础设施建设和可持续发展项目动员资源。这一原则贯穿于发行人的政策和经营，指导发行人采取行动以支持其成员国实现其发展愿景，特别是联合国《2030 年可持续发展议程》和 2015 年《巴黎气候变化协定》所阐明的愿望。为了实现其目标，发行人通过贷款、担保、参股和其他金融工具支持公共及私营项目。

本期债券发行的募集资金净额将用作发行人的公司一般用途，且将用于为可持续发展项目或进程提供融资、为利益相关方提供获益的产品、服务或成果及/或致力于加速实现本行成员国的可持续发展目标。本期债券项下不超过 100%的募集资金净额可汇至境外使用，用于提供人民币融资及/或兑换成其他货币。在被投入使用之前，本期债券发行的募集资金净额将作为发行人流动性资产的一部分进行投资。

### 第三章 对基础募集说明书的差错与更正

截至本续发募集说明书签署之日，无对基础募集说明书的差错与更正。

## 第四章 对基础募集说明书的更新

### 1. 信用评级

本期债券未被任何中国信用评级机构评级。

### 2. 其他

#### (1) 发行前信息披露安排

发行人将不迟于本期债券簿记建档日前两（2）个工作日在托管机构、外汇交易中心网站和中国银行间市场交易商协会综合业务和信息服务平台披露以下文件：

- (a) 《新开发银行 2023-2025 年度人民币债券（债券通）基础募集说明书》；
- (b) 《新开发银行 2023 年度第一期人民币债券（债券通）续发募集说明书》；
- (c) 截至 2019 年 12 月 31 日止年度的独立审计报告及财务报表；
- (d) 截至 2020 年 12 月 31 日止年度的独立审计报告及财务报表；
- (e) 截至 2021 年 12 月 31 日止年度的独立审计报告及财务报表；
- (f) 截至 2022 年 9 月 30 日止九个月的未经审计的简明财务报表；
- (g) 北京市环球律师事务所就本期债券出具的法律意见书；
- (h) 德勤华永会计师事务所（特殊普通合伙）就本期债券出具的同意函；
- (i) 《国际会计准则/国际财务报告准则与中国企业会计准则之间重大差异的概要》，与 2019 年 12 月 31 日财务报表相关；
- (j) 《国际会计准则/国际财务报告准则与中国企业会计准则之间重大差异的概要》，与 2020 年 12 月 31 日财务报表相关；
- (k) 《国际会计准则/国际财务报告准则与中国企业会计准则之间重大差异的概要》，与 2021 年 12 月 31 日财务报表相关；及
- (l) 交易商协会要求发行人披露的任何其他文件。

## 第五章 与发行有关的机构

### 1. 发行人与中介机构的联系方式

#### 发行人

##### 新开发银行

地址：中国上海市浦东新区国展路 1600 号

行长：Dilma Vana Rousseff

联系人：Yousuf Ali Syed

电话：+86 (0)21 80219529

电子邮件：syed.yousuf@ndb.int

邮编：200126

#### 牵头主承销商及簿记 管理人

##### 中国银行股份有限公司

地址：中国北京市西城区复兴门内大街 1 号

法定代表人：葛海蛟<sup>1</sup>

联系人：李欣童

电话：010-66595024

传真：010-66594337

邮编：100140

#### 联席主承销商

##### 中国工商银行股份有限公司

地址：中国北京市西城区复兴门内大街 55 号

法定代表人：陈四清

联系人：李嘉宁

电话：010-66108574

传真：010-66107567

邮编：100140

##### 中国农业银行股份有限公司

地址：中国北京市东城区建国门内大街 69 号

法定代表人：谷澍

联系人：王然

电话：010-85106324

传真：010-85106311

邮编：100005

##### 中国建设银行股份有限公司

地址：中国北京市西城区闹市口大街 1 号院 1 号楼

法定代表人：田国立

联系人：周鹏

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<sup>1</sup> 经中国银行董事会批准，自 2023 年 4 月 25 日起，葛海蛟先生就任中国银行董事长、执行董事，同时担任董事会战略发展委员会主席及委员。中国银行法定代表人将相应变更。

电话：010-67596478  
传真：010-66275840  
邮编：100033

**平安银行股份有限公司**

地址：中国北京市西城区复兴门内大街 158 号远洋大厦 5 层  
法定代表人：谢永林  
联系人：李梦颖  
电话：010-66292276  
传真：/  
邮编：100031

**宁波银行股份有限公司**

地址：中国上海市浦东新区世纪大道 210 号二十一世纪大厦 20 层  
法定代表人：陆华裕  
联系人：沈正阳  
电话：021-23262657  
传真：021-63586853  
邮编：200120

**中信证券股份有限公司**

地址：中国北京市朝阳区亮马桥路 48 号中信证券大厦 22 层  
法定代表人：张佑君  
联系人：李中楠、方济科、白广鑫、沈宇星、乔妙然  
电话：010-60833501  
传真：010-60833504  
邮编：100026

**国泰君安证券股份有限公司**

地址：中国上海市静安区新闻路 669 号博华广场 33 层  
法定代表人：贺青  
联系人：罗静、吴迪珂、丁辰晖、宋叶、刘思语  
电话：021-38676666  
传真：021-38909062  
邮编：200041

**承销团**  
(排名不分先后)

**中国银行股份有限公司**

地址：中国北京市西城区复兴门内大街 1 号

法定代表人：葛海蛟<sup>2</sup>

联系人：李欣童

电话：010-66595024

传真：010-66594337

邮编：100140

**中国工商银行股份有限公司**

地址：中国北京市西城区复兴门内大街 55 号

法定代表人：陈四清

联系人：李嘉宁

电话：010-66108574

传真：010-66107567

邮编：100140

**中国农业银行股份有限公司**

地址：中国北京市东城区建国门内大街 69 号

法定代表人：谷澍

联系人：王然

电话：010-85106324

传真：010-85106311

邮编：100005

**中国建设银行股份有限公司**

地址：中国北京市西城区闹市口大街 1 号院 1 号楼

法定代表人：田国立

联系人：周鹏

电话：010-67596478

传真：010-66275840

邮编：100033

**平安银行股份有限公司**

地址：中国北京市西城区复兴门内大街 158 号远洋大厦 5 层

法定代表人：谢永林

联系人：李梦颖

电话：010-66292276

传真：/

邮编：100031

**宁波银行股份有限公司**

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<sup>2</sup> 经中国银行董事会批准，自 2023 年 4 月 25 日起，葛海蛟先生就任中国银行董事长、执行董事，同时担任董事会战略发展委员会主席及委员。中国银行法定代表人将相应变更。

地址：中国上海市浦东新区世纪大道 210 号二十一世纪大厦 20 层

法定代表人：陆华裕

联系人：沈正阳

电话：021-23262657

传真：021-63586853

邮编：200120

#### **中信证券股份有限公司**

地址：中国北京市朝阳区亮马桥路 48 号中信证券大厦 22 层

法定代表人：张佑君

联系人：李中楠、方济科、白广鑫、沈宇星、乔妙然

电话：010-60833501

传真：010-60833504

邮编：100026

#### **国泰君安证券股份有限公司**

地址：中国上海市静安区新闸路 669 号博华广场 33 层

法定代表人：贺青

联系人：罗静、吴迪珂、丁辰晖、宋叶、刘思语

电话：021-38676666

传真：021-38909062

邮编：200041

#### **国家开发银行**

地址：中国北京市西城区复兴门内大街 18 号

法定代表人：赵欢

联系人：王钊

电话：010-88303560

传真：010-68306995

邮编：100037

#### **中信银行股份有限公司**

地址：中国北京市朝阳区光华路 10 号院 1 号楼

法定代表人：朱鹤新

联系人：刘海平

电话：010-66635901

传真：010-65559220

邮编：100020

#### **上海银行股份有限公司**

地址：中国上海市浦东新区银城中路 168 号

法定代表人：金煜  
联系人：严亦佳  
电话：021-68476439  
传真：021-68476101  
邮编：200120

**汇丰银行（中国）有限公司**

地址：中国上海市浦东新区世纪大道 8 号上海国金中心汇丰银行大楼 35 楼  
法定代表人：王云峰  
联系人：叶善扬、吴影颀、柳嘉真  
电话：021-38886896 / 38885012 / 38885261  
传真：021-23208533  
邮编：200120

**东方汇理银行（中国）有限公司**

地址：中国上海市静安区南京西路 1266 号上海恒隆广场二座 12 层  
法定代表人：Nicolas Jean Francois VIX  
联系人：茅赛峰、陈思璇  
电话：+852 28269780 / 021-22163639  
传真：021-38566922/33  
邮编：200040

**德意志银行（中国）有限公司**

地址：中国北京市朝阳区建国路 81 号德意志银行大厦 27 层  
法定代表人：朱彤  
联系人：王洛达  
电话：010-59698657  
传真：010-59695708  
邮编：100025

**星展银行（中国）有限公司**

地址：中国（上海）自由贸易试验区陆家嘴环路 1318 号 18 层  
法定代表人：郑思祯  
联系人：周晗、游俊明  
电话：021-20610784/ 021-38525823  
传真：021-38968989  
邮编：200120

**中国国际金融股份有限公司**



地址：中国北京市朝阳区建国门外大街 1 号国贸大厦 2 座 33 层  
法定代表人：沈如军  
联系人：程达明、李之明、芮文栋、姜曼、张馨匀  
电话：010-65051166  
传真：010-65051156  
邮编：100004

**审计机构**

**德勤华永会计师事务所（特殊普通合伙）**  
地址：中国上海市延安东路 222 号外滩中心 30 层  
法定代表人：付建超  
联系人：韩健  
电话：021-61418888  
传真：021-63350177  
邮编：200002

**发行人中国法律顾问**

**北京市环球律师事务所**  
地址：中国北京市朝阳区建国路 81 号华贸中心 1 号写字楼 15 层&20 层  
联系人：张昕、朱莉、宋菲菲  
电话：+86 10 6584 6688  
传真：+86 10 6584 6666  
邮编：100025

**托管机构**

**银行间市场清算所股份有限公司**  
地址：上海市黄浦区北京东路 2 号  
法定代表人：谢众  
邮政编码：200002  
联系人：发行岗  
联系电话：+86 21 2319 8888  
传真：+86 21 2319 8866

**集中簿记建档系统  
技术支持机构：**

**北京金融资产交易所有限公司**  
地址：北京市西城区金融大街乙 17 号  
法定代表人：郭欠  
邮政编码：100032  
联系人：发行部  
电话：+86 10 5789 6722、+86 10 5789 6516  
传真：+86 10 5789 6726

**2. 发行人与相关中介机构的关联关系**

发行人与牵头主承销商及簿记管理人、联席主承销商、审计机构、评级机构、发行人中国法律顾问及其各自的负责本期债券相关事宜的高级管理人员及经办人员均不存在关联关系。

### 3. 发行人与主承销商之间的潜在利益冲突

主承销商及其各自关联机构是从事包括证券交易、商业及/或投资银行、财务咨询、投资管理、资本投资、对冲、融资及经纪活动的全方位金融机构。每一主承销商均可能在过去或未来的正常经营过程中不时与发行人进行投资银行及其他商业交易。每一主承销商及其各自的关联机构在其多种正常经营过程中，均可能自行、代表客户或以投资顾问的身份作出或持有多种投资、就债权及股权证券（或相关衍生品）以及金融工具（包括银行贷款）进行活跃的交易，并随时可能持有上述证券和金融工具的多头或空头头寸，以及从事其他与此相关的交易（包括信用衍生品，如资产互换、信用重组及信用违约掉期等）。此类交易、投资及证券活动可能涉及发行人的证券和金融工具（包括本期债券），可能与本期债券的发售和销售同时进行或时间接近，或可能在其他时间在二级市场以本期债券的购买人、持有人或卖方作为交易对手进行。任何主承销商或其关联机构亦可能为资产管理及/或自营目的（而非为分销之目的）购买或配置本期债券。

主承销商及其各自关联机构可对该等交易收取费用和佣金。除上述交易外，在本期债券发行结束后，主承销商及其各自关联机构可在正常经营过程中不时与发行人从事其他交易，以及为发行人提供服务。

每一主承销商或其关联机构可以代表其客户持有本期债券或担任其客户持有本期债券的投资顾问。尽管每一主承销商及其关联机构均制定有处理利益冲突的政策和程序，任何此类交易仍可能导致主承销商及其关联机构、客户或相对方具有与本期债券投资人不一致的经济利益和动机。每一主承销商均可能从该等交易中获取报酬，且无义务因该等交易对本期债券预期投资人的潜在影响而对任何此类交易采取、避免采取或停止采取任何行动。

## 第六章 备查文件

### 1. 基础募集说明书

基础募集说明书经援引纳入本续发募集说明书，仅用于本期债券发行之目的。

投资者可以从本章第 3 条“查询地址”和第 4 条“披露网址”所载地址获取基础募集说明书。

### 2. 其他备查文件

- (1) 《新开发银行 2023 年度第一期人民币债券（债券通）续发募集说明书》；
- (2) 截至 2019 年 12 月 31 日止年度的独立审计报告及财务报表；
- (3) 截至 2020 年 12 月 31 日止年度的独立审计报告及财务报表；
- (4) 截至 2021 年 12 月 31 日止年度的独立审计报告及财务报表；
- (5) 截至 2022 年 9 月 30 日止九个月的未经审计的简明财务报表；
- (6) 北京市环球律师事务所就本期债券出具的法律意见书；
- (7) 德勤华永会计师事务所（特殊普通合伙）就本期债券出具的同意函；
- (8) 《国际会计准则/国际财务报告准则与中国企业会计准则之间重大差异的概要》，与 2019 年 12 月 31 日财务报表相关；
- (9) 《国际会计准则/国际财务报告准则与中国企业会计准则之间重大差异的概要》，与 2020 年 12 月 31 日财务报表相关；及
- (10) 《国际会计准则/国际财务报告准则与中国企业会计准则之间重大差异的概要》，与 2021 年 12 月 31 日财务报表相关。

### 3. 查询地址

投资者可以从下列发行人及/或牵头主承销商的地址（于任何工作日的正常工作时间）获得上述备查文件。

#### 发行人

#### 新开发银行

地址：中国上海市浦东新区国展路 1600 号

联系人：Yousuf Ali Syed

电话：+86 (0)21 80219529

电子邮件：syed.yousuf@ndb.int

邮编：200126

#### 牵头主承销商

#### 中国银行股份有限公司

地址：中国北京市西城区复兴门内大街 1 号

联系人：李宋乐颖  
电话：010-66592190  
传真：010-66591706  
邮编：100140

#### **4. 披露网址**

投资者可以从托管机构网站（[www.shclearing.com](http://www.shclearing.com)）、外汇交易中心网站（[www.chinamoney.com.cn](http://www.chinamoney.com.cn)）或中国银行间市场交易商协会综合业务和信息服务平台（[www.cfae.cn](http://www.cfae.cn)）获得上述备查文件。

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