

开泰银行（中国）有限公司

**KASIKORNBANK (China) Company Limited**

结构性存款协议

**PURCHASE AGREEMENT OF**

**STRUCTURED DEPOSIT**

编号/ Contract No.

甲方（Party A）：

地址 Address:

乙方（Party B）：

开泰银行（中国）有限公司\_\_\_\_分行

KASIKORNBANK (China) Company Limited \_\_\_\_ Branch

地址 Address:

**重要提示**

**IMPORTANT NOTICE**

甲方应仔细阅读相关结构性存款（“产品”）的系列文件，包括但不限于本协议及附件一《结构性存款说明书》（“产品说明书”）、附件二《结构性存款客户权益须知》（“客户须知”）、《开泰银行（中国）有限公司客户风险评级评估表》（“风险评级评估表”）、《开泰银行（中国）有限公司结构性存款风险揭示书》（“风险揭示书”）、《开泰银行（中国）有限公司结构性存款撤单申请表》（“撤单申请表”）及乙方作为产品发行方不时提供及/或要求的其他相关文件（除本协议外的前述其他文件合称“销售文件”），销售文件为本协议不可分割的组成部分，与本协议具有同等法律效力。

Party A is required to carefully read the documents relating to the Structured Deposit (the “Product”) provided in this Agreement (including its Commercial Term (Annex 1) and Customer Notice (Annex 2) attached hereto); the Customer Risk Rating Form (the “CRR Form”); the Risk Disclosure Notice of Structured Deposit (the “Risk Disclosure Notice”); Cancellation Form; and other relevant documents as from time to time provided and/or informed by Party B as Product Issuer (all aforesaid documents other than this Agreement are collectively called “Ancillary Documents”) which shall constitute an integral part of this Agreement, and shall have the same legal effect.

双方同意

**IT IS AGREED THAT:**

双方本着互惠互利的原则，经过友好协商，甲方同意与乙方开展且乙方同意为甲方叙作结构性存款业务，双方订立本协议并遵守本协议的条款与条件。双方同意，产品的具体内容依产品说明书而定。

By entering into this Agreement, subject to terms and conditions hereof, Party A agrees to purchase and Party B agrees to sell the Product to Party A based upon the principle of mutual benefit and through friendly consultation (“**Transaction**”). The Parties acknowledge that details of Product are described and agreed in the Commercial Term.

**1. 定义**

**Definitions**

除非本协议另有定义，本协议使用的术语应与产品说明书及有关销售文件中使用的术语具有相同涵义。

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the same meanings given to them in the Commercial Term and respective Ancillary Documents (as the case may be).

**2. 协议效力**

**Effectiveness of this agreement**

本协议及销售文件经甲乙双方签署（甲方加盖其在乙方的预留印鉴即视为签署）后即成立，并于结构性存款业务的扣款日生效。一旦生效，本协议即构成双方权利义务的法律文件。

This Agreement and Ancillary Documents shall be effective and come into full force as of the Trade Date, provided that the execution of this Agreement shall be deemed to be complete upon the signing by Party A and Party B (which in respect of Party A, is required to affix its reserved specimen seal). Upon its effectiveness, this Agreement shall constitute a legal document stipulating rights and obligations of both Parties.

### 3. 陈述与保证

#### **Representations and Warranties**

#### 3.1 各方向另一方陈述与保证如下：

Each Party represents and warrants to the other Party that:-

- (a) 其是为自身的利益并基于其独立的判断而从事结构性存款业务，关于结构性存款业务的适当性，其已独立地做出判断并征求必要的专业顾问的意见；  
it is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary;
- (b) 其理解并接受结构性存款业务的条件、条款和风险，其有能力承担并自愿承担结构性存款业务的风险和全部后果；及  
it understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and is willing to assume, the risks of the Transaction and all the consequences thus incurred; and
- (c) 就结构性存款业务，另一方并非是该方的代理人或顾问。  
the other party is not acting as a fiduciary for or an adviser to it in respect of the Transaction.

#### 3.2 甲方向乙方进一步陈述与保证如下：

Party A further represents and warrants that

- (a) 甲方存款资金来源合法，存款行为符合法律、法规及相关监管部门的规定；及  
The source of Deposit Amount is legitimate, and its deposit behavior meets the provisions of laws, regulations, and relevant regulatory bodies; and

- (b) 甲方承诺其向乙方提供的与结构性存款业务相关的所有资料真实、完整、合法、有效。如有变更，甲方应及时到乙方处办理变更手续。若甲方未及时办理相关变更手续，由此导致的一切后果由甲方自行承担，乙方对此不承担任何责任。

All of the information provided by it to Party B in connection with the Transaction are true, complete, legitimate, and valid in all respects. It shall go through relevant formalities with the branch of Party B in case of any change, and shall be liable for any and all consequences arising from its failure of going through relevant change formalities on a timely basis, in which case, Party B shall not assume any liability therefore.

#### 4. 甲方权利义务

##### **Party A's Rights and Obligations**

- 4.1 甲方应不晚于扣款日向/在其结算账户转账/存入等于（或不少于）存款资金的款项，并在起息日前的所有时间均确保并维持结算账户中有该等数额的款项。若因非乙方过错的任何原因，包括但不限于由于甲方的债权债务纠纷或任何原因导致结算账户被司法机关采取查封、冻结或支取等强制措施，甲方未能在起息日前的所有时间确保并维持结算账户中的存款资金数额的，本协议应立即解除并失效，但不影响甲方应承担的违约责任并向乙方赔偿全部损失的义务。

No later than the Trade Date, Party A shall transfer/deposit money equal to (or not less than) the full Deposit Amount to/in the Settlement Account and shall ensure that such amount of fund in the Settlement Account shall be held and maintained at all time until the Effective Date. Failure by Party A to do the same due to whatever reason other than Party B's fault, including without limitation, the Deposit Amount being frozen, seized or taken, in whole or in part, with enforcement measures by judicial authority arising from its credits, debts dispute and/or whatsoever reason, shall cause this Agreement to be immediately and automatically ceased and this Agreement will be no longer to be in force and effect, and in such case, it shall be deemed that Party A breaches the terms of this Agreement and therefore shall be liable for all losses and damages suffered by Party B arising therefrom.

- 4.2 甲方授权乙方在扣款日对甲方结算账户扣划与存款资金相等数额的款项并转存至结构性存款标的下，该等操作无须经甲方另行同意或通知甲方。

On the Effective Date, Party A hereby authorizes Party B to deduct fund in the Settlement Account equal to the full Deposit Amount and transfer the same to be deposited under the Structured Deposit program without further consent from and notice to Party A.

- 4.3 甲方授权乙方在结算日或根据本协议第 6.2 款的提前终止日（如适用）将结构性存款标的下的符合本协议第 5.2 款数额的资金转入甲方的结算账户，该等操作无须经甲方另行同意或通知甲方。

On the Settlement Date or (as the case may be) the Early Termination Date (as specified in Clause 6.2), Party A hereby authorizes Party B to transfer fund so deposited under the Structured Deposit program to the Settlement Account without further consent from and notice to Party A. Provided that the fund to be transferred by Party B thereof shall be equal to the amount as specified in Clause 5.2.

- 4.4 在甲方签署本协议后的 24 小时（“冷静期”）内，甲方有权以乙方指定的方式通知乙方撤销结构性存款业务。若甲方在冷静期内行使撤销权的，本协议视为未生效，相关结构性存款业务不进行。冷静期结束后，甲方的撤销权立即自动完全失效。

Within 24 hours from the execution of this Agreement by Party A (“**Cooling-off Period**”), Party A shall have right to withdraw the Transaction according to the method accepted by Party B. If Party A exercises its right of withdrawal or cancellation during the Cooling-off Period, it shall be deemed that the execution of this Agreement by Party A shall become null and voidable and the Transaction hereunder will not be carried out. Party A accepts and agrees that immediately after the Cooling-off Period, Party A’s right to withdraw/cancel the purchase of Structured Deposit shall be completely ceased.

- 4.5 除另有约定外，相关税费（若有）由甲方自行承担。

Unless otherwise specified, Party A shall bear all relevant taxes applicable to it (if any).

- 4.6 甲方对本协议及销售文件负有保密义务，未经乙方书面许可，甲方不得向任何组织、个人提供或泄露与乙方或本协议有关的任何业务资料及信息，法律及/或监管要求另有规定除外。

Party A shall keep confidential this Agreement and Ancillary Document. Without written approval from Party B, it shall not provide nor disclose to any organization or individual any business material and information relating to Party B and in connection with this Agreement, unless otherwise required by laws regulations and/or regulatory requirement.

- 4.7 甲方认可，产品说明书及所有销售文件的所有条款与条件符合其意图及要求，应得到甲方的完全遵守。

Party A accepts that all terms and conditions as provided in the Commercial Term and any relevant Ancillary Documents meet its intentions and requirements and it shall fully comply with all provisions hereof/thereof.

## 5. 乙方的权利义务

### **Party B's Rights and Obligations**

- 5.1 基于本协议第 4.2 款获得的授权，乙方应在扣款日对甲方结算账户扣划与存款资金相等数额的款项并转存至结构性存款标的下。

On the Effective Date, Party B shall, with full authorization so obtained in pursuant to Clause 4.2, deduct fund in the Settlement Account equal to the full Deposit Amount and transfer the same to be deposited under the Structured Deposit program.

- 5.2 基于本协议第 4.3 款获得的授权，乙方应在结算日或根据本协议第 6.2 款的提前终止日（如适用）将结构性存款标的下的如下资金转入甲方的结算账户：

(a) 就结算日而言，结算资金；

(b) 就提前终止日而言，根据本协议第 7.2 款的提前终止资金。

On the Settlement Date or (as the case may be) the Early Termination Date (as specified in Clause 6.2), Party B shall, with full authorization so obtained in pursuant

to Clause 4.3, transfer the following fund so deposited under the Structured Deposit program to the Settlement Account:

- (a) In respect of Settlement Date, the Settlement Amount; or
- (b) In respect of Early Termination Date, the Early Termination Amount (as specified in Clause 7.2).

5.3 在本协议存续期间，乙方可在起息日至结算日的期间，冻结甲方结算账户内和结构性存款标的下的全部或部分资金，而无需取得甲方另行同意，冻结金额为不超过存款资金金额，法律另有规定的除外。

For so long as this Agreement has remained effective, from the Trade Date to the Settlement Date, Party B may freeze without further consent from Party A, in whole or in part, the fund in Settlement Account and the fund being deposited under the Structured Deposit program, provided that the amount so frozen shall not be more than that of the Deposit Amount, unless the law requires otherwise.

5.4 乙方有权依照产品说明书规定的收费标准和方式向甲方收取相关费用（如有）。Party B shall have the right to charge Party A relevant expenses in accordance with the standard rates and manners as specified in the Commercial Term (if any).

5.5 乙方不负责代扣代缴甲方应缴纳的税款。

In no event shall Party B be responsible for payment of withholding tax on the amount payable by Party A.

5.6 乙方应按照本协议附件产品说明书的约定将应支付的结算资金或提前终止资金（如有）及利息（如有）划入甲方结算账户。如非因乙方过错导致存款本金及利息无法入账的，乙方不向甲方及/或任何第三方承担任何责任。

Party B shall transfer to Party A's Settlement Account the Settlement Amount or Early Termination Amount (if any) and interest (if any) payable in accordance with the provisions of this Agreement and the Commercial Term annexed. In the event of any failure of the said transfer not by reason by Party B's fault, Party B shall not be liable to Party A and/or any third person.

## 6. 协议期限及提前终止

### Tenor and Early Termination

- 6.1 本协议自扣款日起生效，至(i)结算日或(ii)提前终止日（定义见第 6.2 款）终止。甲方同意结构性存款在到期日不自动续存。

This Agreement shall be effective from the Trade Date until the earlier of (i) Settlement Date; or (ii) any Early Termination Date (as defined Clause 6.2). Party A agrees that the Structured Deposit Tenor shall not be renewed automatically upon the Maturity Date.

- 6.2 尽管有前款约定，在下列情况下，乙方有权提前终止本协议：

- (a) 甲方违反本协议及/或销售文件的任何条款且违约状态在乙方要求的时限内未被补救；
- (b) 法律法规、监管意见及国家政策修改或不可抗力事件严重影响乙方履行本协议义务的能力。

乙方根据本第 6.2 款行使提前终止权之日为本协议的“提前终止日”。  
Notwithstanding the foregoing, this Agreement may be early terminated by Party B if:

- (a) Party A breaches any term of this Agreement and/or Ancillary Document and fails to remedy its breach (if capable of) within specific period as informed by Party B; and/or
- (b) the change of law, regulations, rules, regulatory requirements or policies, or force majeure event occurs which materially affects Party B's ability to perform its obligations under this Agreement.

The date Party B exercise its right to early terminate this Agreement according to this Clause 6.2 shall be each referred to as “**Early Termination Date**”.

## 7. 结算资金及提前终止资金

### Settlement Amount and Early Termination Amount

- 7.1 结算资金在产品说明书中载明。乙方将根据 5.2 款约定在结算日支付结算资金。  
The Settlement Amount shall be equal to the amount specified in the Commercial Term. The Settlement Amount shall be payable by Party B in accordance with Clause 5.2 on the Settlement Date.



- 7.2 提前终止资金为：存款资金 + 依本协议第 8 条计算所得的利息，乙方将根据 5.2 款约定在提前终止日支付提前终止资金。

乙方有权从提前终止资金中扣除损失（为本款目的，损失指乙方因本协议提前终止而遭受的所有开支、平仓成本、损失），甲方对此无异议。

The Early Termination Amount shall be equal to:-

*“Deposit Amount + interest (subject to Clause 8)”*

The Early Termination Amount shall be payable by Party B in accordance with Clause 5.2 on the Early Termination Date. Provided always that Party A agrees that Party B shall have absolute right to make deduction of Loss from the Early Termination Amount before making payment of amount on the Early Termination Date. For the purpose hereof, **“Loss”** means all expenses, unwinding costs, losses and damages incurred or suffered by Party B due to the occurrence of Early Termination Date.

- 7.3 到期日为非银行营业日的，利息期的计算不受影响。结算日为非银行营业日的，则应在其后第一个银行营业日进行结算。

Should the Maturity Date fall on a day that is not a Business Day, the Settlement Date shall be subject to Business Day Adjustment (as defined on Commercial Term), provided that the Interest Period ending on the Maturity Date shall not be adjusted and extended in such event.

双方同意，提前终止日非银行营业日的，将以其后第一个银行营业日为准进行核算。存款本金或提前终止资金的利息，自到期日或提前终止日(视情况而定)起至实际支付日止，不得计提。

The Parties further agree that the Early Termination Date shall be also subject to Business Day Adjustment and for avoidance of doubt, the interest on Deposit Amount or Early Termination Amount shall not be accrued from the Maturity Date or Early Termination Date (as the case may be) to the actual payment date.

- 7.4 一旦结算资金或提前终止资金被转入或存入结算账户，乙方在本协议下的义务和责任即履行完毕。

Once the Settlement Amount or Early Termination Amount is transferred to, and deposited in, the Settlement Account, Party B shall be immediately released and discharged from its obligations and liabilities under this Agreement.

## 8. 利息和存款资金

### Interest on Deposit Amount

- 8.1 在结算日，甲方有权根据本协议附件产品说明书载明的利息计算方式及利率，获得存入在结构性存款标的下的存款资金之利息。

On the Settlement Date, Party A shall be entitled to receive interest accrued on the Deposit Amount so deposited under the Structured Deposit program at the Interest Payment Rate and in accordance with Interest Payment Calculation specified in Commercial Term and this Agreement.

- 8.2 在提前终止日：

- (a) 若发生本协议第 6.2(a)款的情形，甲方无权获得利息；
- (b) 若发生本协议第 6.2(b)款的情形，甲方有权获得自起息日起至提前终止日（不含）止的按乙方公布的活期存款利率计算的利息。

On the Early Termination Date:

- (a) If the event as specified in Clause 6.2(a) occurs, Party A shall not have right to receive interest;
- (b) If the event as specified in Clause 6.2(b) occurs, Party A shall have right to receive interest accrued from the Effective Date to (but excluding) the Early Termination Date at the current deposit rate as from time to time announced by Party B.

- 8.3 利息的计算应符合本协议第 7.3 款的约定。

The calculation of interest shall be subject to Clause 7.3.

## 9. 违约责任

### Liability

- 9.1 乙方不对因任何原因（包括但不限于法律、法规、规章、政策的变动，或中国施行紧急措施，或不可抗力，或任何非为乙方所能控制的事件）引发的本协议提前终止而导致的甲方损失承担责任。

Party B shall not be liable for damage or the loss suffered by Party A arising from the occurrence of Early Termination Date due to whatsoever reason, including (without limitation to) the change of the laws, regulations, rules and policies or the emergency measures of the People's Republic of China be launched and/or the force majeure or any event beyond Party B's control.

- 9.2 甲方应对由其违约行为导致的乙方所有损失（包括第 7.2 款所指的“损失”）承担责任。

Party A shall be liable for all losses and damages, including Loss (as specified in Clause 7.2), suffered by Party B arising out from Party A's breach of this Agreement.

- 9.3 乙方承担责任的金额上限应不超过存款资金本金与存款资金存入结构性存款标的下在结构性存款期间可获得的利息之和，在任何情况下，乙方不对甲方及/或任何人士遭受的任何间接、特殊或或有损失承担责任。

Party B's total liability shall not exceed the principal amount of Deposit Amount plus interest had the Deposit Amount been deposited under the Structured Deposit program throughout the Structured Deposit Tenor. Provided that in no event shall Party B be responsible and liable to Party A for any indirect, special and consequential damages incurred to Party A and/or any person.

## 10. 支付金额与营业日调整

### **Payment Amount and Business Day Adjustment**

- 10.1 除非另有约定，本协议下支付的所有款项应以产品说明书载明的货币支付。

Unless agreed otherwise, all payments under this Agreement shall be made in the Currency specified in the Commercial Term.

- 10.2 各方同意，扣款日、起息日及到期日为非银行营业日的，不进行相关延后调整。

The Parties agree that Trade Date, Effective Date and Maturity Date shall not be subject to Business Day Adjustment.

## **11. 管辖法律及争议处理**

### **Governing Law and Dispute Resolution**

11.1 本协议由中华人民共和国法律管辖并依其解释。

This Agreement shall be governed by and construed in accordance with the law of People's Republic of China.

11.2 本协议在履行过程中发生的争议，由甲乙双方协商解决，三十日内协商不成的，应将争议提交乙方所在地的人民法院诉讼解决。

Any dispute arising from the performance of this Agreement shall be settled through friendly consultation between the Parties. If both Parties fail to find amicable remedy within 30 days from the occurrence of such dispute, the dispute shall be submitted to the People's Court of China at the place where Party B is located.

11.3 在诉讼期间，本协议不涉及争议部分的条款仍须继续履行。

The Parties shall continue to perform the provisions that are not in dispute.

## **12 甲方声明**

### **Party A's Statement**

12.1 甲方已经收到产品说明书、风险评级评估表、风险揭示书及客户须知，并已完全理解和接受上述文件以及本协议的全部内容，清楚了解产品及结构性存款业务的内容及潜在的风险。甲方的决策完全基于甲方的独立自主判断做出，并自愿承担所办理业务所产生的相关风险和全部后果。

Party A has received the Commercial Term, the CRR Form, the Risk Disclosure Notice, and the Customer Notice and has fully understood and accepted the said documents as well as the contexts of this Agreement. Party A is aware of the content of the Transaction and Product and the potential risk thereof. It makes the decision fully relying on its independent judgment, and is willing to bear relevant risks and all the consequences thus incurred.

12.2 甲方确认乙方相关业务人员对于本协议中有关增加甲方义务、限制甲方权利以及免除或限制乙方责任和乙方单方面拥有某些权利的条款已向甲方予以解释说明，甲方自愿接受前述条款的约束，双方对本协议条款的理解已完全达成一致。

Party A acknowledges and accepts that Party B's personnel have explained to it the terms and conditions which increase Party A's obligations, restricts Party A's rights and exempts or restricts Party B's responsibilities as well as certain one-sided rights owned by Party B. Party A accepts and is bound by the said terms and conditions. The Parties have fully agreed upon the terms and conditions hereof.

本协议以中文及英文书就，版本之间有不一致之处，以中文版为准。

This Agreement is made in Chinese and English version, in case of any discrepancies, the Chinese version shall prevail.

本协议一式贰份，甲乙双方各执壹份，具有同等法律效力。甲乙双方已阅读并理解全部条款。

This Agreement shall be made in duplicate having the same context and legal effect. Each Party have read and understood all provision hereof and hold one copy.

**甲方 Party A**

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日期 Date:

时间 Time:

**乙方 Party B**

开泰银行（中国）有限公司\_\_\_\_分行

**KASIKORNBANK (China) Company Limited, \_\_\_\_\_ Branch**

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日期 Date:

附件 1

Annex 1:

## 结构性存款说明书

### COMMERCIAL TERM

在本产品说明书下，“开泰”指开泰银行（中国）有限公司。

In this Commercial Term, “KBank” means KASIKORNBANK (China) Company Limited.

产品风险评级 / Product Risk Rating: 1	客户风险评级 / Customer Risk Rating: 1 或以上
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<b>A. 产品概要</b> <b>Product Terms &amp; Conditions</b>	
产品名称 Product Name	开泰美元同业拆借利率挂钩结构性存款（下称“结构性存款”） KBank USDLIBOR Bearish Structured Deposit or “Structured Deposit”
产品类型 Product Type	保本浮动收益型，适合客户风险评级在 1 档（低风险型）或以上的客户。本产品风险评级为开泰银行自行评定仅供参考。开泰银行并不对前述风险评级结果的准确性做出任何形式的保证。 This principal protected floating income investment is suitable for customer with CRR of 1 (“Low Risk”) or higher. Product risk rating is self-rated by KBank for reference only. KBank does not guarantee the accuracy of the above risk rating results in any form.
产品发行方 Product Issuer	指开泰银行（中国）有限公司 KASIKORNBANK (China) Company Limited
货币 Currency	人民币 RMB
存款资金金额 Deposit Amount	起点金额一百万元 Threshold Amount RMB. 1,000,000
是否保本 Principal Protected	是 Yes
扣款日 Trade Date	2020 年 3 月 19 日 2020-Mar-19
起息日 Effective Date	2020 年 3 月 20 日 2020-Mar-20
到期日 Maturity Date	2020 年 4 月 9 日 2020-Apr-9
结构性存款期限 Structured Deposit Tenor	自起息日至到期日 From Effective Date to Maturity Date
结算日 Settlement Date	到期日，且为银行营业日 Maturity Date, subject to Business Day Adjustment
<b>B. 结算日的结算资金及利息</b> <b>Settlement Amount and Interest Payment on Settlement Date</b>	
结算资金金额 Settlement Amount	存款资金 + 利息（根据双方约定的利息计算方式及利率计算） Deposit Amount + interest (as calculated in accordance with Interest Payment Calculation)
观察日 Determination Date	2020 年 4 月 7 日，即到期日前 2 个伦敦营业日 2020-Apr-7, which is 2 London business days prior to the Maturity Date

触发率 Trigger Rate	4.00% A/360
利率 Interest Payment Rate	<p>在观察日：</p> <p>(a) 若在观察日 3 个月 USDLIBOR 低于触发率，则为【3.50】% A/360</p> <p>(b) 若在观察日 3 个月 USDLIBOR 等于或高于触发率，则【1.10】% A/360.</p> <p>On the Determination Date:</p> <p>(a) if 3mUSDLIBOR on the Determination Date is lower than the Trigger Rate, then [3.50]% A/360;</p> <p>(b) If 3mUSDLIBOR on the Determination Date is equal to or higher than the Trigger Rate, then [1.10]% A/360.</p>
利息计算方式 Interest Payment Calculation	<p>结构性存款的利息应按如下方式计算：</p> <p>存款资金金额 X 利率 X 天数分子</p> <p>The interest payment of the Structured Deposit shall be calculated by means of:</p> <p><i>Deposit Amount X Interest Payment Rate X the Day Count Fraction</i></p>
利息期 Interest Period	<p>自起息日（含）起至到期日（不含）</p> <p>From and including the Effective Date to but excluding the Maturity Date</p>
收费 Charge and expenses	<p>无</p> <p>None</p>
<b>C. 定义</b> <b>Definitions</b>	
营业日 Business Day	<p>指北京时间商业银行的营业日，不包括星期六、星期日及法定假期</p> <p>A day on which the commercial banks in Beijing are open for business (except Saturday, Sunday and bank holiday).</p>
银行营业日调整 Business Day Adjustment	<p>根据日期是否为银行营业日而进行的延后至其后第一个银行营业日的调整。</p> <p>Adjustment of any relevant date if it would otherwise fall on a day that is not a Business Day. In such event, the date will be the first following day that is a Business Day.</p>
3 个月 USDLIBOR 3mUSDLIBOR	<p>3 个月美元伦敦银行同业拆借利率，见 Bloomberg“伦敦银行同业拆借利率[US0003MIndex]页, 如果 USDLIBOR 有中断和/或中止，则开泰善意地确定该利率。</p> <p>3-month USDLIBOR as per Bloomberg “[US0003MIndex]”, if there is a disruption and/or discontinuation of USDLIBOR, then Party B will determine the rate in good faith.</p>
天数分子 Day Count Fraction	<p>A/360, 指就结构性存款的利息计算方式而言，利息期的实际天数除以 360 所得的商</p> <p>A/360, which is, in respect of Structured Deposit and in calculation of Interest Payment Calculation, the actual number of days during the Interest Period in respect of which payment is being made divided by 360.</p>
<b>D. 账户</b> <b>Accounts</b>	
结算账户账号 Settlement Account	



## E. 场景分析

### Scenario Analysis

1) 存款资金金额本金 Deposit Amount: 人民币 5000 万

2) 期限 Tenor: 20 天

● 起息日 Effective Date: 2020 年 3 月 20 日

● 到期日 Maturity Date: 2020 年 4 月 9 日

3) 普通存款年利率为乙方我行执行的三个月定期存款利率 1.41% (人行基准为 1.10%)

Supposed the Annual interest rate for ordinary deposits is the 3-month fixed deposit rate applied by Party B, 1.41% (PBOC rate 1.10%) .

4) 观察日 Determination Date: 2020 年 4 月 7 日

到期日前两个伦敦营业日

2 London business days prior to the Maturity Date.

5) 触发率 Trigger Rate: 4.00%

6) 利率 Interest Payment Rate:

预期年化利率 3.50%，如果在观察日的 3mUSDLIBOR 低于触发率；

预期年化利率 1.10%，如果在观察日的 3mUSDLIBOR 等于或高于触发率。

if 3mUSDLIBOR on the Determination Date is lower than the Trigger Rate, then 3.50% A/360;

If 3mUSDLIBOR on the Determination Date is equal to or higher than the Trigger Rate, then 1.10% A/360.

7) 人民币损益与普通存款的等价期限相比，最大风险和损失如下

RMB gains and losses compared to equivalent maturities of ordinary deposits, the maximum risk and loss is shown as below:

观察日的美 元3个月Libor	利息支付		收益/ (损失)
	结构性存款	普通存款	
11.00%	30,555.56	39,166.67	(8,611.11)
10.00%	30,555.56	39,166.67	(8,611.11)
9.00%	30,555.56	39,166.67	(8,611.11)
8.00%	30,555.56	39,166.67	(8,611.11)
7.00%	30,555.56	39,166.67	(8,611.11)
6.00%	30,555.56	39,166.67	(8,611.11)
5.00%	30,555.56	39,166.67	(8,611.11)
<b>4.00%</b>	<b>30,555.56</b>	<b>39,166.67</b>	<b>(8,611.11)</b>
3.00%	97,222.22	39,166.67	58,055.56
2.00%	97,222.22	39,166.67	58,055.56
1.00%	97,222.22	39,166.67	58,055.56
0.00%	97,222.22	39,166.67	58,055.56
-1.00%	97,222.22	39,166.67	58,055.56
-2.00%	97,222.22	39,166.67	58,055.56
-3.00%	97,222.22	39,166.67	58,055.56

## F. 风险分析 Risk Analysis

与本次交易相关的重大风险包括但不限于市场风险、流动性风险和信用风险。在进行本次交易之前，甲方应向其财务、法律、会计和税务顾问咨询与本次交易相关的风险。与本次交易相关的重要风险包括：

There are significant risks associated with this transaction including, but not limited to, market risk, liquidity risk and credit risk. Before entering into this transaction Party A should consult their financial, legal, accounting, and tax advisors of the risk associated with this transaction. The important risks associated to this transaction are:

**市场风险：** 本次交易的盈亏取决于相关利率和波动率的变化，这取决于国内外市场的财务状况。

Market Risks: profit or loss under this transaction is subject to changes of the associated interest rates, volatility and which depends on the financial condition of the domestic and overseas markets.

**产品流动性风险：** 结构性存款（S/D）不是交易所交易产品。市场中潜在的流动性不足可能导致该交易的市场价值波动和/或退市成本高。

Product Liquidity Risk: Structured Deposit (S/D) is not an exchange traded product. The potential lack of liquidity in the market could results in volatile market value of this transaction and/or high unwinding cost.

**交易对手信用风险：** 甲方面临其交易对手乙方在本次交易中交付未来债务的能力。

Counterparty Credit Risk: Party A is exposed to the capability of Party B to deliver future obligations in this transaction.

## **G. 免责声明**

### **Disclaimer**

本产品测算最高利率测算仅供甲方参考，并不作为银行向甲方支付收益的承诺；甲方所能获得的最终收益以银行实际支付为准，且不超过本产品测算最高年化收益率。

The calculation of the highest Interest Payment Rate of this product is only for Party A's reference, not as a commitment of Party B to pay the income to Party A; the final income that Party A can obtain is subject to the actual payment of Party B, and does not exceed the maximum annualized yield of this product.

本产品面临的风险包括信用风险、市场风险、流动性风险、提前终止风险、延期清算风险等，将可能导致甲方收益蒙受部分或全部损失。

The risks faced by this product include credit risk, market risk, liquidity risk, early termination risk, delayed liquidation risk, etc., which may cause partial or total losses to Party A's earnings.

除本产品说明书中明确规定的收益或收益分配方式外，任何预计收益、预期收益、测算收益或类似表述均属不具有法律效力的用语，不代表甲方可能获得的实际收益，亦不构成开泰银行（中国）对结构性存款的任何收益承诺。

In addition to the income or income distribution method specified in this Commercial Terms, any anticipated income, expected income, measured income or similar expression is a term with no legal effect, which does not represent the actual income that Party A may obtain, nor constitute any income commitment of Party B to Structured Deposit.

附件 2:

Annex 2:

## 结构性存款客户权益须知

### CUSTOMER NOTICE OF STRUCTURED DEPOSITS

产品有风险、投资需谨慎。为了保护甲方的合法权益，甲方确认在购买结构性存款产品前已认真阅读以下内容：

This product involves risk, and the investment decision of Party A should be made with caution. In order to protect Party A's lawful rights and interests, Party A hereby confirms that it had carefully read the following before investment in any Product:

除非另有定义，本须知使用的术语应与结构性存款协议中使用的术语具有相同涵义。

Unless otherwise defined herein, capitalized terms used in this Notice shall have the same meanings given to them in the Purchase Agreement of Structured Deposit.

#### 1. 业务流程

##### Transaction Process

开泰银行（本专页以下称“银行”或“乙方”）目前办理结构性存款产品业务流程概述如下，甲方可依据自身实际情况完成全部或部分步骤，同时银行保留按照业务实际需要对该流程进行更改的权利：

The current process of the Structured Deposit transaction of KASIKORNBANK (China) Company Limited (hereinafter referred to as the “Party B” or “the Bank”) has been summarized below, Party A may complete all or part of the steps on basis of the actual condition, and the Bank reserves its right to change or modify such process according to its actual business needs:

开立存款账户 → 独立完成风险承受能力评估 → 认真完整阅读结构性存款产品全套销售文件、了解产品特征以及风险并接受结构性存款产品全套销售文件；甲方在阅读时如有不明之处，可及时向银行员工进行咨询，或寻求独立第三方的意见 → 甲方作出投资决定并完成购买手续 → 资金划转入银行账户关注银行信息公示渠道与频率以及银行相关联系方式。当甲方对所购买的结构性存款产品有任何建议或者意见请及时向银行反馈。

to open a current account if not already existed → to complete risk tolerance assessment independently → to carefully and fully read the complete set of the Ancillary Documents of Structured Deposit to understand features and risks of the product and to accept the whole set of such Ancillary Documents (Party A may timely inquire its relationship manager or seek opinions from an independent third party for any unclear point when reading) → Party A to make the investment decision and complete the purchase procedures → to transfer moneys into the Bank account → successfully traded → to pay attention to the information announcement channel and relevant contact details of the Bank. If Party A has any suggestion or comment on the Structured Deposit product which it has purchased, please timely contact the Bank to give feedback.

## 2. 客户风险评级 Customer Rating Assessment

结构性存款产品的投资风险会因产品的具体特征而有所不同，银行会根据每一款结构性存款产品的具体特征分别对其进行风险评级，并在相关结构性存款产品的销售文件中载明。

Investment risks of structured deposit products may vary depending on the specific characteristics of the Product. The Bank will respectively grade the risk of each structured deposit product (Product Risk Rating or "PRR") on basis of its specific characteristics, and specify the same in the Ancillary Documents of such product.

为了协助甲方全面了解自身的风险承受能力，帮助甲方选择适合自身风险承受能力的结构性存款产品，请甲方在购买结构性存款产品之前独立完成风险承受能力评估(风险评级评估表)。该评估的有效期为一年，且在每次购买结构性存款产品前甲方可回顾有效的投资评结果并确认是否更改答案。若在该一年的评估有效期内发生了可能影响甲方风险承受能力的情况（包括但不限于财务状况、投资经验、投资目的、收益预期、风险偏好、流动性要求等），甲方应主动向银行要求于再次购买结构性存款产品之前重新完成投资评估。

In order to help Party A to fully understand its own risk tolerance and select the suitable Product, Party A should complete the customer risk tolerance assessment (CRR Form) before purchase of any Product. The result of such assessment shall be valid for one year, and Party A may revisit the valid assessment result and confirm whether to change the answers before each purchase of Product. If, within one-year valid term of the assessment result, Party A is subject to any circumstance that may affect its risk tolerance (including but not limited to any circumstance in connection with its financial condition, investment experience, investment objective, expected returns, risk preference, liquidity requirement, etc.), Party A shall initiatively apply with the Bank for re-do an assessment before further purchase of any Product.

根据客户的不同情况，银行将客户风险评级划分为 1-低风险、2-低至中度风险、3-中度至中度高风险、4- 高风险-、5-非常高风险、五个评级。

Depending on customers' different conditions, the Bank has classified CRR into five levels, being (i) low risk, (ii) low-to-moderate risk, (iii) moderate-to-moderately high risk, (iv) high risk, and (v) very high risk.

与此同时，银行将结构性存款产品划分为 8 类。最低风险等级是 1 级，最高风险等级是 8 级。PRR 根据风险等级 和投资交易的复杂性进行划分。银行根据风险匹配原则，在客户风险承受能力评级 和产品风险评级之间建立如下对应关系，详见下表：

Meanwhile, PRR of the Bank's structured deposit products can be divided into eight categories, while the lowest is 1 class 'very low risk product', and the highest is 8 class 'very high product'. PRR is designed according to product pay-out aggressiveness and complexity of the transaction. In accordance with the principle of risk matching, the corresponding relation between Party A's risk tolerance level and the risk rating of Products have been established and set out in the below table:

客户风险评级 CRR (Customer Risk Rating)	描述 Descriptions	适合产品风险评级 PRR (Risk Rating of Appropriate Product)
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<p>1-低风险</p> <p>Low risk</p>	<p>预期对短期投资保本。包括与利率、股权、指数和外汇等标的挂钩的保本结构性投资。</p> <p>Expect protection on the principal investment and with short-term investment objective. Including principal protected structured investment linked to a common underlying/index such as interest rate, equity and foreign exchange</p>	<p>仅限于低风险、PRR 为 1 的产品，如短期政府债券、银行存款、保本结构性存款。</p> <p>Limited to products of very low risk which has PRR of 1 e.g. short-term government bond, bank deposit, and principal protected structured deposit.</p>
<p>2-低至中度风险</p> <p>Low-to-moderate risk</p>	<p>投资目的是为了通过保本投资实现相对稳定的收益。包括与大宗商品价格/指数等不常见标的挂钩的保本结构性投资。</p> <p>The investment objective is to preserve the principal investment and is to achieve a relatively stable return. Including principal protected structured investment linked to uncommon underlying such as commodity price/index.</p>	<p>仅限于低至中等风险、PRR 为 2-4 的产品，如评级为 A- 或以上的短期公司债券、政府债券（TTM &gt;1 年）。</p> <p>Limited to products of low-to-moderate risk e.g. short-term corporate bond with rating A- or above, government bond (TTM &gt; 1 year).</p>
<p>3-中度至中度高风险</p> <p>Moderate-to-moderately high risk</p>	<p>该类产品本金亏损的概率较低，但预期收益存在一定的不确定性；</p> <p>There is a relatively low possibility of principal loss but the expected income is relatively uncertain.</p>	<p>限于中至中高等风险、PRR 为 5 的产品，如可赎回债券。</p> <p>Limited to products of moderate-to-moderately high risk e.g. callable bond.</p>
<p>4-高风险</p> <p>High risk</p>	<p>存在一定的本金亏损风险，收益波动性较大。</p> <p>There is possibility of principal loss and relatively high volatility of income.</p>	<p>限于高风险、PRR 为 6-7 的产品，如股票型基金，未评级债券。</p> <p>Limited to products of high risk e.g. equity fund, unrated bond.</p>
<p>5-非常高风险</p> <p>Very high risk</p>	<p>高回报的投资，本金亏损概率较高，收益波动性大。</p>	<p>限于非常高风险、PRR 为 8，如非保本结构性存款。</p>

	The investment with probability of significant principal loss in return for a high possibility income.	Limited to products of very high risk e.g. non-principal protected S/D.
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甲方在选购结构性存款产品前应充分考虑自身的各项需求（包括但不限于流动性需求、汇率风险和货币偏好、投资期限偏好、保本偏好等）和状况（包括但不限于甲方的年龄、财务规划、应急资金预留情况等）。同时，请甲方掌握自身的风险承受能力评级，并在投资任何结构性存款产品时选择适合自身风险承受能力的结构性存款产品，甲方不应购买风险评级高于甲方风险承受能力评级的结构性存款产品。

Party A shall fully consider its own demands (including but not limited to liquidity demand, exchange rate risk preference, preferred currency, preferred investment duration, and preference relating to principal protection) and conditions (including but not limited to age, financial plan, reservation of emergency fund, etc.) before purchase of any Product. Meanwhile, Party A shall keep its own risk tolerance rating in mind and select the Product suitable when investing in any Product. Party A should not purchase any Product of a risk rating which is higher than its risk tolerance.

结构性存款产品的风险评级综合考虑多种因素（包括但不限于所投向的资产类别和比例、波动率、发行人风险等等）并可能不时重审和调整。经不时调整的结构性存款产品的最新风险评级在银行网站上公布，请甲方在持有相关结构性存款产品期间不时关注相关结构性存款产品的最新风险评级并考虑决定其是否适合继续持有相关结构性存款产品。

The PRR of Products has taken various factors into consideration (including but not limited to the type and ratio of assets invested, volatility ratio, and issuer's risks) and may be subject to review and adjustment from time to time. The latest risk grades Products (as adjusted from time to time) will be announced on the Bank's official website. As long as Party A holds any relevant Products, it shall pay attention to the Products' latest risk ratings from time to time, and consider and determine whether it is suitable to continue to hold the same.

### 3. 信息披露及相关权利和义务

#### Information Disclosure and Relevant Rights and Obligations

- 1) 甲方可通过以下渠道（或届时有效的其他渠道）获取甲方所购买的相关结构性存款产品信息：

Party A may obtain information on the structured deposit product it has purchased through the following channels (or any other channels as may be from time to time informed by the Bank):

【银行官方网站、客户经理或资金销售人员】

[Official website of the Bank, relationship manager or relevant sales personnel]

- 2) 银行将进行如下操作：  
The Bank would:

- 发行报告，在产品发行后的五个营业日内银行将在其官方网站披露结构性存款产品发行报告；  
Issuance report: within five working days after the issuance of the products, the bank will disclose the issuance report of structured deposit products on the official website of the Bank;
- 到期报告，在产品到期后的五个营业日内银行将在官方网站披露结构性存款到期报告；  
Maturity report: within five working days after the maturity of the product, the Bank will disclose the maturity report of structured deposits on the official website of the Bank;
- 每月向甲方提供产品账单；  
Monthly Provide product statement to Party A ;
- 重大事项报告，即交易存续期间若发生银行认为对结构性存款本金及收益有重大影响而需要公布的重要信息，银行将在官方网站及时披露；  
Material Event Report, i.e. in case of any important information that the Bank thinks may has a significant impact on the principal and income of structured deposit during the duration of the transaction, the Bank will timely disclose it on the official website of the Bank;
- 其他在官方网站披露的临时性信息披露。  
Disclose other temporary information on official website of the Bank;

此外，银行将在其官方网站建立结构性存款信息查询平台，收录全部在售及存续期内的产品基本信息。

In addition, the Bank will set up a structural deposit information inquiry platform on the Bank's official website, which will include all the basic information of products on sale and during the term of existence.

#### 4. 重要提示

##### Important Notice

为了保护甲方的自身权益，银行特此向甲方作出如下提示和建议：

In order to protect Party A's rights and interests, the Bank kindly reminds that:

- (1) 甲方在购买任何产品（包括但不限于结构性存款产品）之前应当主动询问银行并务必仔细阅读完整阅读相关产品销售文件，确保清楚全面地了解：（1）银行发行的产品清单，（2）产品发行方，（3）产品特征，风险，期限等，以及（4）产品销售文件签约方等详情。

Prior to purchase of Product, Party A should initiatively inquire the Bank and read the Ancillary Documents of the relevant product in a complete and careful manner to ensure that it has clear and full knowledge of (i) Product's features, (ii) terms and conditions of the Product, (iii) Product's risk, and (iv) the Ancillary Documents

- (2) 甲方可以使用银行的官方网站产品信息查询平台了解银行发行的产品；未在该平台收录的任何产品均为非银行发行产品。非银行发行和授权产品可能存在违规运作、缺乏有效风险控制和管理，信息披露不充分、风险揭示不到位，虚假和误导宣传等诸多风险，可能导致本金收益无法兑付，甚至可能血本无归。甲方须清楚了解购买非银行发行和授权产品的风险和后果由甲方自行承担。



Party A may use the Product information inquiry platform on the Bank's official website to check and learn about Products. Any products other than Product are not Products issued by the Bank. Products which was not issued by Bank may be exposed to various risks such as operation in violation of regulations, lack of effective risk control, insufficient information disclosure, insufficient risk disclosure and false and misleading promotion, which may result in failure to pay any principal or interests thereon, even the loss of principal. Party A had been fully aware that, if it purchase Product that are not issued by the Bank, the risks and consequences thereof should be borne by itself.

- (3) 银行发行的产品均通过正规渠道销售（银行柜台或邮件及其他银行公布的渠道），甲方不应要求或接受银行员工通过任何非正规渠道向甲方推介或销售产品。

Products issued by the Bank are sold through official channels (such as counters of the Bank's branches, directly through relationship manager or through email and any other channels announced by the Bank). Party A should not request for or accept any Products promoted or sold by the Bank's employees through any unofficial channels.

- (4) 银行发行的产品均由银行从甲方指定账户扣划相关投资资金后进行后续投资运作或清算，甲方无需也不应向任何第三方实体或个人划转任何投资款。

With respect to Products issued by the Bank, the subsequent investment operation or liquidation thereof will be made by way of the Bank deducting of relevant deposit amount from the designated account of Party A, and Party A need not, nor be required, to transfer any funds to any third-party entity or individual.

- (5) 甲方应妥善收存和保管所有产品购买文件和凭证，银行不为该文件和凭证的遗失承担任何责任。

Party A should duly keep and preserve all the Ancillary Documents and receipts of relevant Products. The Bank shall not be responsible and liable in relation to the loss of such documents.

- (6) 如发现银行任何员工以任何方式向甲方推介或销售非银行发行产品，或者通过任何非正规渠道向甲方进行任何产品销售，或者为甲方就任何产品购买而安排或建议任何对外转账，请立即拨打银行客服热线进行举报反映: 【0755-88285839】

Party A shall immediately report to the Bank by calling the customer-service hotline at [0755-88285839] if it encountered that any of the Bank's employees in any way of promotion or sale of any product that is not issued by the Bank, or sale of any Product through any unofficial channel, or arrangement for or recommendation of any transfer of funds to a third party in respect of the purchase of any Products.

## 5. 投诉处理和联系方式

### Complaint and Contact Details

甲方可以通过以下渠道进行投诉:

Party A may complain through the following channels:

- (1) 柜面投诉: 填写客户投诉登记簿

Complaints at the counter: completing the complaint form

- (2) 电话投诉: 请致电 0755-88285839

Complaints through telephone: please call the hotline at 0755-88285839

- (3) 信函投诉: 请寄至以下地址, 并在信封注明“投诉”字样

Complaints through mails: please send the letter with “COMPLAINTS” indicated on the envelop to

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