

## FINAL TERMS

Series No.: R1

Tranche No.: 1

### INDUSTRIAL AND COMMERCIAL BANK OF CHINA (NEW ZEALAND) LIMITED

#### Medium Term Note Programme

#### Issue of NZ\$100,000,000 Floating Rate Medium Term Notes due 24 February 2020 ("Notes")

This document constitutes the Final Terms of the Tranche of Notes referred to above and must be read in conjunction with the general terms and conditions for the Programme as contained in the Note Deed Poll dated 2 September 2015. Full information on the offer is only available on the basis of the combination of these Final Terms and the general terms and conditions (including for the definitions of capitalised terms used in these Final Terms).

The particulars specified in relation to such Notes are as follows:

1	Issuer:	Industrial and Commercial Bank of China (New Zealand) Limited
2	(a) Series Number:	R1
	(b) Tranche Number:	1
3	Method of distribution:	Non-syndicated
	(a) If syndicated, name of Managers:	
	(b) If non-syndicated, name of Dealer:	ANZ Bank New Zealand Limited
4	Name and address of Registrar and Paying Agent:	Computershare Investor Services Limited Level 2, 159 Hurstmere Road Takapuna Auckland
5	Calculation Agent:	Computershare Investor Services Limited
6	Currency	
	(a) of Denomination:	NZ\$
	(b) of Payment:	NZ\$
7	Aggregate principal amount of Tranche:	NZ\$100,000,000
8	(a) Issue Date:	24 February 2017
	(b) Interest Commencement Date:	Issue Date
9	Maturity Date	24 February 2020
10	Issue Price:	Par

11	Denomination	
	(a) Face value of Notes:	NZ\$1.00
	(b) Minimum Principal Amount:	Minimum denomination is NZ\$5,000 and multiples of NZ\$1,000
12	Interest Basis:	BKBM FRA + 1.20% per annum Floating Rate
		(further particulars specified below)
13	Redemption Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100% of their principal amount
14	Put/Call Options:	Tax Call, as further specified in Part A of the Appendix
15	Status of Notes:	Unsecured, unsubordinated

#### Provisions relating to interest

16	Fixed Rate Note provisions:	Not applicable
17	Floating Rate Note provisions:	Applicable
	(a) Interest Rate:	The aggregate of the 3 month Bank Bill FRA Rate and the Margin
	(b) Reference Rate:	Bank Bill FRA Rate
	(c) Margin	+ 1.20% per annum
	(d) Interest Payment Dates/Interest Periods:	Interest Payment Dates will be quarterly in arrear on 24 February, 24 May, 24 August and 24 November in each year up to and including the Maturity Date, commencing on 24 May 2017
	(e) Business Day Convention	Modified Following Business Day Convention
	- for Interest Payment Dates (other than the Maturity Date):	As above
	- for Maturity Date:	As above
	(f) Day Count Fraction:	Actual/365 (Fixed)
	(g) Minimum Interest Rate:	Not applicable
	(h) Maximum Interest Rate:	Not applicable
	(i) Linear Interpolation:	Not applicable
18	Zero Coupon Note provisions:	Not applicable

**Provisions relating to redemption**

19	Redemption Amount:	Outstanding principal amount
20	Investor put:	Not applicable
21	Issuer call:	Not applicable

**General provisions applicable to the Notes**

22	Any Clearing System other than NZClear:	Not applicable. However, cross-trading through Euroclear and Clearstream is applicable
23	Other conditions:	As set out in Part A of the Appendix
24	Other information:	Not applicable
25	Other selling restrictions:	As set out in Part B of the Appendix
26	Listing:	None
27	ISIN:	NZICBDT003C6
28	Credit rating:	At the date of these Final Terms, Industrial and Commercial Bank of China (New Zealand) Limited had a credit rating for the Programme from S&P Global of A and from Moody's of A1

Signed on behalf of Industrial and Commercial Bank of China (New Zealand) Limited:

By:  .....

*Duly authorised*

Date: **21** February 2017

## Appendix

### Part A - Amendments to the general terms and conditions

New Condition 14.6 shall apply to the Notes as follows:

#### "14.6 Tax Call

- (a) If ICBC NZ has or will become obliged to pay any additional amounts as provided for in Condition 17 as a result of any change in, or amendment to the laws, regulations or rulings of New Zealand or any political subdivision or any authority of or in New Zealand having power to tax, or any change in the application or official interpretation of such laws or regulations (including a ruling by a court of competent jurisdiction), which change becomes effective on or after the date of issue of the first Tranche of the Notes and ICBC NZ is still obliged to pay such additional amounts despite taking reasonable measures available to it, ICBC NZ may at its option redeem the Notes at their principal amount together with accrued interest up to but excluding the date of redemption in whole, but not in part, prior to their stated maturity if it has complied with the requirements of Condition 14.6(b).
- (b) ICBC NZ may exercise the option to redeem Notes in Condition 14.6(a) on any Interest Payment Date, provided that:
  - (i) it has given not less than 30 nor more than 60 days' notice to the Holders that it wishes to redeem the Notes early in accordance with this Condition; and
  - (ii) prior to it giving such notice, it has delivered to the Paying Agent:
    - (A) a certificate signed by the general manager of ICBC NZ stating that ICBC NZ is entitled to effect such redemption and setting out the reasons as to why the right to redeem has occurred; and
    - (B) an opinion of independent legal advisers of recognised standing to the effect that ICBC NZ has or will become obliged to pay such additional amounts as a result of such change or amendment.
- (c) No Holder may require the transfer of a Note to be registered during the period from the relevant Record Date until the due date for redemption pursuant to this Condition 14.6."

Condition 17.3 shall be deleted in its entirety and the following shall apply to the Notes instead:

#### "17.3 Approved Issuer Levy

In respect of any payment of interest (or any payment deemed by law to be interest) to a non-resident Holder, where payment of approved issuer levy ("**Approved Issuer Levy**") would remove the liability to deduct non-resident withholding tax, and if ICBC NZ is lawfully able to pay Approved Issuer Levy, then ICBC NZ, or the Paying Agent on its behalf, shall (unless otherwise directed in writing by the relevant Holder, in which case Condition 17.2(a) will apply) pay the Approved Issuer Levy to the appropriate authority. For the avoidance of doubt, the amount of any Approved Issuer Levy payable by the Issuer under this Condition 17.3 must not be deducted from the interest payment that the payment of Approved Issuer Levy relates to."

## Part B - Additional Selling Restrictions

### United States

The Notes and the Parent Company Guarantee have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. federal tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

The Notes will not be offered, sold or delivered within the United States or to or for the account or benefit of U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified by the relevant Dealers, and such Dealers will have sent to each Holder to which it sells Notes during the restricted period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to or for the account or benefit of U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act (if available).

### United Kingdom

No communication, invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) has been or may be made or caused to be made or will be made in connection with the issue or sale of the Notes in circumstances in which section 21(1) of the FSMA does not apply to ICBC NZ.

All applicable provisions of the FSMA with respect to anything done in relation to the Notes in, from or otherwise involving the United Kingdom must be complied with.

### Public Offer selling restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**"), ICBC NZ has not made and will not make an offer of Notes which are the subject of the offering contemplated by these Final Terms to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to (a) and (c) above shall require ICBC NZ or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an

investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

#### **The Netherlands**

No Notes have been or will be offered in the Netherlands other than to persons or entities which are qualified investors (*gekwalificeerde beleggers*) as defined in article 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

#### **Australia**

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia ("**Corporations Act**")) in relation to the Notes has been, or will be, lodged with, or registered by, the Australian Securities and Investments Commission or any other regulatory authority in Australia. No person may

- (a) make or invite (directly or indirectly) an offer of the Notes for issue, sale or purchase in, to or from Australia (including an offer or invitation which is received by a person in Australia); or
- (b) distribute or publish, any Final Terms, terms sheet, information memorandum, prospectus or any other offering material or advertisement relating to the Notes in Australia,

unless:

- a) the aggregate consideration payable by each offeree or invitee (including any person who receives an offer or invitation or offering materials in Australia) is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 of the Corporations Act;
- b) such action complies with all applicable laws and regulations in Australia (including without limitation, the licencing requirements set out in Chapter 7 of the Corporations Act);
- c) such action does not require any document to be lodged with the Australian Securities and Investments Commission or any other regulatory authority in Australia;
- d) the offer or invitation does not constitute an offer to a "retail client" as defined for the purposes of section 761G of the Corporations Act; and
- e) made in the circumstances specified in regulation 7.9.97 to the Corporations Regulations 2001 (Cth).

For the purposes of this selling restriction, the Notes include interests or rights in the Notes held in the Austraclear System or any other clearing system.

#### **Japan**

The Notes have not been and will not be registered under the Financial Notes and Exchange Law of Japan (the "**Financial Notes and Exchange Law**"). No Dealer may offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Notes and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

#### **People's Republic of China**

No Dealer may offer or sell any of the Notes in the People's Republic of China or to residents of the People's Republic of China unless such offer or sale is made in compliance with all applicable laws and regulations of the People's Republic of China (and for these purposes, references to "the People's Republic of China" shall not include Hong Kong, Macau and Taiwan).

## **Singapore**

These final terms have not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore and the Notes will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the "**Securities and Futures Act**").

Accordingly, these final terms and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes may not be circulated or distributed, nor may the Notes be, offered or sold, or made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

- (a) to an institutional investor under section 274 of the Securities and Futures Act;
- (b) to a relevant person pursuant to section 275(1) of the Securities and Futures Act, or any person pursuant to section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in section 275 of the Securities and Futures Act; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Notes are subscribed or purchased under Section 275 of the Securities and Futures Act by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

that securities (as defined in section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Notes pursuant to an offer made under section 275 of the Securities and Futures Act except:

- (a) to an institutional investor or to a relevant person defined in Section 275(2) of the Securities and Futures Act or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the Securities and Futures Act;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer by operation of law;
- (d) as specified in section 276(7) of the Securities and Futures Act; or
- (e) as specified in Regulation 32 of the Securities and Futures (Offers of investments) (Shares and Debentures) Regulations 2005 of Singapore.

## **Hong Kong**

The Notes may not be offered or sold in Hong Kong, by means of any document, other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance

No advertisement, invitation or document relating to the Notes may be issued or in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which

are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.