

Annex I – Risk Undertaking Letter

风险承诺函

中国外汇交易中心：

本方拟通过中国外汇交易中心参与到期违约债券转让，本方依照诚实信用原则作如下承诺：

一、本方将严格按照相关法律法规、银行间债券市场相关规则和中国外汇交易中心相关规则开展到期违约债券转让业务，不从事欺诈、内幕交易、利益输送和市场操纵等违反法律、监管要求和影响债券市场交易秩序的行为。

二、本方具备开展到期违约债券转让必要的业务资质和有效、充分的机构内部许可，并已制定适当的内部风险管理制度。本方从事到期违约债券转让业务的人员具备必要的专业能力。

三、本方充分了解并愿意自行承担参与到期违约债券转让的各类风险。

四、本方在中国外汇交易中心开展的到期违约债券转让，均为本方在充分了解市场信息的基础上，基于独立判断作出的真实意愿表示，不存在任何胁迫和违规代理行为。

五、本方遵守公平交易原则，向相关交易方提供到期违约债券转让必要的信息，不存在任何刻意隐瞒重大事实的行为。

六、到期违约债券转让达成后，本方将严格按照中国外汇交易中心生成的成交单履行本方义务。

七、本方因开展到期违约债券转让业务所提交的转让材料和信息内容真实、完整、合法、有效，不存在虚假记载、误导性陈述或重大遗漏。

八、本方将妥善保管因开展到期违约债券转让业务产生的相关资料和信息，并自愿接受和配合中国人民银行的监督管理和中国外汇交易中心的监测检查。

本方保证遵守以上承诺，如违反上述承诺或有违法违规行为，本方愿意承担相应的法律责任及经济赔偿责任，中国外汇交易中心有权暂停本方到期违约债券转让权限。

承诺方：

承诺方盖章：

日期：

To: China Foreign Exchange Trade System

Risk Undertaking Letter

We are prepared to take part in the transfer of defaulted bond on maturity through China Foreign Exchange Trade System (“CFETS”), and we hereby give the following undertakings pursuant to the Principle of Good Faith: -

1. We shall pursue the business in relation to the transfer of defaulted bond on maturity strictly in accordance with the relevant laws and regulations, the relevant rules of the China Inter-Bank Bond Market and the relevant rules of CFETS, and will not take part in conduct that upsets the law, regulatory requirements or the order of the trade in the bond market, such as fraud, insider dealing, transfer of benefits, and manipulation of the market etc.
2. We possess the necessary business qualifications and the effective and adequate internal institutional authorization and have established the appropriate internal risk management system. Our people engaging in the business in relation to the transfer of defaulted bond on maturity possess the requisite professional ability.
3. We fully understand and are willing to undertake on our own all sorts of risks arising from taking part in the transfer of defaulted bond on maturity.
4. The transfer of defaulted bond on maturity we pursue at CFETS is a representation of our true will made from independent judgment and based on our full understanding of the market information. There is no duress or unlawful agency conduct.
5. We abide by the Principle of Fair Trade and provide the necessary information about the transfer of the defaulted bond on maturity to the relevant counterparty to the trade. There is not any act to suppress material facts on purpose.
6. We shall perform our obligations strictly in accordance with the trade ticket generated by CFETS upon the execution of the transfer of the defaulted bond on maturity.
7. The information and documents provided by us for the purposes of pursuing the business in relation to the transfer in defaulted bond on maturity are genuine, complete, lawful and effective. There is no false record, misrepresentation or significant omission.
8. We shall properly maintain the relevant information and documents coming into existence as a result of pursuing the business of the transfer in the defaulted bond on maturity, and we shall voluntarily accept and facilitate the regulatory check of CFETS and the regulatory supervision of the People Bank of China.

We shall abide by the above undertakings. If there is any breach of the above undertaking or unlawful conduct, we are willing to accept the relevant legal obligations and bear the liability to compensate for the economic loss. In the event that we are the asset manager and the fund account we manage takes part in the transfer of the defaulted bond on maturity, the above undertakings shall be taken as jointly made by us and the fund account taking part in the transfer of the defaulted bond on maturity that is actually shown on the trade ticket of CFETS, and we shall accept the corresponding legal obligations and bear the liability to compensate for the economic loss. CFETS is entitled to suspend the right on our part and/or

on the part of the fund account managed by us to taking part in the transfer of defaulted bond on maturity.

Please note that the Risk Undertaking Letter comes in both English and Chinese. The English version is for reference only, and the Chinese version shall prevail.

Signed by the Undertaking Party:

Name:

Position:

Company seal:

Date: