UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

Written Agreement by and among: INDUSTRIAL AND COMMERCIAL BANK OF CHINA LTD. Beijing, People's Republic of China INDUSTRIAL AND COMMERCIAL BANK OF CHINA LTD. NEW YORK BRANCH New York, New York and FEDERAL RESERVE BANK OF NEW YORK New York, New York	Docket Nos. 21-036-WA/RB-FB 21-036-WA/RB-FBR

WHEREAS, Industrial and Commercial Bank of China Ltd., Beijing, People's Republic of China (the "Bank"), is a foreign bank as defined in section 1(b)(7) of the International Banking Act (12 U.S.C. § 3101(7));

WHEREAS, the Bank conducts operations in the United States through a branch in New York, New York (the "Branch") for which the Board of Governors of the Federal Reserve System ("Board of Governors") is the appropriate federal supervisor;

WHEREAS, recent examinations of the Bank conducted by the Federal Reserve Bank of New York (the "Reserve Bank") identified risk management deficiencies at the Branch;

WHEREAS, the Branch is committed to addressing the deficiencies and has begun taking corrective action, and has made and continues to make progress in implementing enhancements to its risk management program;

WHEREAS, it is the common goal of the Bank, the Branch, and the Reserve Bank that the Bank and the Branch comply with all applicable federal laws, rules, and regulations;

WHEREAS, the Bank, the Branch, and the Reserve Bank have mutually agreed to enter into this Written Agreement (the "Agreement"); and

WHEREAS, on the 29th day of October, 2021, the board of directors of the Bank, at a duly constituted meeting, adopted a resolution authorizing and directing the undersigned to enter into this Agreement on behalf of the Bank and the Branch, respectively, and consenting to compliance with each and every applicable provision of this Agreement by the Bank and the Branch.

NOW, THEREFORE, the Bank, the Branch, and the Reserve Bank agree as follows:

Corporate Governance and Management Oversight of the Branch

1. Within 60 days of this Agreement, the Bank's board of directors, acting through the Bank's U.S. Risk Committee ("U.S. Risk Committee"), and the Branch shall jointly submit a written plan to strengthen senior management oversight of risk management and internal controls of the Branch acceptable to the Reserve Bank. The plan shall provide for a sustainable governance and risk management framework that includes the following four items:

(a) actions that the U.S. Risk Committee and Bank's management will take to ensure that senior management of the Branch maintains effective control over, and oversight of, the Branch management's execution of risk management and internal controls functions for the Branch;

(b) actions that the Bank's and the Branch's management will take to promote a proactive internal control environment and risk ownership within each business line;

(c) measures to ensure that the risk management function has appropriate stature and independence; and

(d) measures to ensure that risk management and internal controls issues and remediation efforts at the Branch are appropriately tracked, escalated, and reviewed by both the Branch and the Bank's senior management, and reported directly to the Bank's U.S. Risk Committee as a delegated authority of the Bank's board of directors.

Risk Management

2. Within 60 days of this Agreement, the Bank and the Branch shall jointly submit a plan to enhance the Branch's risk management program and controls acceptable to the Reserve Bank. The plan shall include the following:

(a) clearly defined roles and responsibilities within each business line to ensure business line staff serve as an appropriate internal control and risk management function;

(b) measures to ensure that the Branch's risk and compliance functions provide appropriate oversight and challenge as an independent control function;

(c) measures to ensure that the Branch's internal audit function provides independent assurance on the effectiveness of controls that support risk management by the business lines and risk and compliance functions;

(d) measures to ensure that data management procedures are incorporated into an effective data governance framework at the Branch;

(e) enhancements to the operating procedures to ensure a consistent, comprehensive, and timely risk reporting process across all management and risk committees within the Branch;

(f) measures to ensure that the Branch's risk management and internal controls issues and the corresponding remediation efforts are appropriately tracked, escalated and reviewed; and

(g) steps to ensure the Branch's committee charters and other governing documents reflect risk management responsibilities by staff.

Credit Risk

3. Within 60 days of this Agreement, the Bank and Branch shall jointly submit a written plan to improve monitoring and managing of credit risk at the Branch acceptable to the Reserve Bank. The plan shall include the following five items:

(a) measures to ensure that the Branch's credit risk staff have appropriate stature and independence;

(b) measures to ensure that reporting lines within the credit risk function provide the Branch's senior management with a cohesive view of credit risks facing the Branch;

(c) measures to ensure the Branch's methodology for determining risk limits is well-supported and aligned with the Bank and Branch's strategic objectives;

(d) measures to ensure that risk monitoring and management information systems provide the Branch's senior management with the information and analysis necessary to identify and evaluate credit risks; and

(e) enhanced monitoring and control processes to maintain and further ensure that the Branch staff adhere to applicable risk management policies and procedure.

Approval, Implementation, and Progress Reports

4. (a) The Bank and the Branch, as applicable, shall jointly submit the written plans that are acceptable to the Reserve Bank within the applicable time periods set forth in paragraphs 1, 2, and 3 of this Agreement. Each plan shall contain a timeline for full implementation of the plan with specific deadlines for completion of each component of the plan.

(b) Within 10 days of approval by the Reserve Bank, the Bank and the Branch, as applicable, shall adopt the plans. Upon adoption, the Bank and the Branch, as applicable, shall promptly implement the approved plans, and thereafter fully comply with them.

(c) During the term of this Agreement, the approved plans shall not be amended or rescinded without the prior written approval of the Reserve Bank.

5. Within 30 days after the end of each quarter following the date of this Agreement, the Bank and the Branch shall jointly submit to the Reserve Bank written progress reports detailing the form and manner of all actions taken to secure compliance with the provisions of this Agreement and the results thereof. The Reserve Bank may, in writing, discontinue the requirement for progress reports or modify the reporting schedule.

Communications

6. All communications regarding this Agreement shall be sent to:

(a) Ms. Marilyn Arbuthnott
Vice President Large and Foreign Banking Operations
Federal Reserve Bank of New York
33 Liberty Street
New York, New York 10045

(b) Mr. Bard Stermasi
Large and Foreign Banking Operations – Tailored Portfolio
Federal Reserve Bank of New York
33 Liberty Street
New York, New York 10045

(c) Mr. Lin Liao
President
Industrial and Commercial Bank of China Ltd
55 FuXingMenNei Avenue
Xicheng District
Beijing, People's Republic of China, 100140

(d) Mr. Yuqiang Xiao
General Manager
ICBC New York Branch
725 Fifth Avenue, 20th Floor
New York, NY 10022

Miscellaneous

7. Notwithstanding any provision of this Agreement to the contrary, the Reserve Bank may, in its sole discretion, grant written extensions of time to the Bank or the Branch to comply with any provision of this Agreement.

8. The provisions of this Agreement shall be binding upon the Bank and the Branch and each of their institution-affiliated parties, as defined in sections 3(u) and 8(b)(4) of the Federal Deposit Insurance Act, as amended (12 U.S.C. §§ 1813(u) and 1818(b)(4)), in their capacities as such, and their successors and assigns.

9. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank.

10. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, or any other federal or state agency from taking any

other action affecting the Bank, the Branch, any subsidiary thereof, or any of their current or former institution-affiliated parties or their successors and assigns.

11. This Agreement does not supersede the cease-and-desist order issued by the Board of Governors to the Bank, dated March 12, 2018.

12. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 4th day of November, 2021.

INDUSTRIAL AND COMMERCIAL BANK OF CHINA LTD.

By: /s/ Lin Liao
Lin Liao
President

FEDERAL RESERVE BANK OF NEW YORK

By: /s/ Marilyn Arbuthnott
Marilyn Arbuthnott
Vice President

INDUSTRIAL AND COMMERCIAL BANK OF CHINA LTD. NEW YORK BRANCH

By: /s/ Yuqiang Xiao
Yuqiang Xiao
General Manager