The Hongkong and Shanghai Banking Corporation Limited

Main Features of Regulatory Capital Instruments and Non-capital LAC Debt Instruments at 31 December 2022 (Unaudited)



Coi	ntents:	
Sec	tion (i) Both regulatory capital and LAC requirements	
	Ordinary Shares	5
	Perpetual subordinated loan (USD 1,000m)	6
	Perpetual subordinated loan (USD 900m)	6
	Perpetual subordinated loan (USD 500m)	7
	Perpetual subordinated loan (USD 600m)	7
	Perpetual subordinated loan (USD 700m)	8
	Perpetual subordinated loan (USD 900m)	8
	Perpetual subordinated loan (USD 1,100m)	9
	Perpetual subordinated loan (USD 1,000m)	9
0	Subordinated loan due 2031 (USD 600m)	10
1	Subordinated loan due 2030 (USD 1,000m)	10
2	Subordinated loan due 2030 (USD 180m)	11
3	Subordinated loan due 2032 (SGD 900m)	11
4	Subordinated loan due 2032 (JPY 11,900m)	12
Sec	tion (ii) Only LAC (but not regulatory capital) requirements	
5	Subordinated loan due 2024 (USD 575m)	13
6	Subordinated loan due 2027 (USD 630m)	13
7	Subordinated loan due 2028 (USD 725m)	14
8	Subordinated loan due 2024 (AUD 650m)	14
9	Subordinated loan due 2024 (AUD 350m)	15
0	Subordinated loan due 2028 (USD 1,750m)	15
1	Subordinated loan due 2024 (USD 2,000m)	16
2	Subordinated Ioan due 2029 (USD 3,000m)	16
3	Subordinated Ioan due 2024 (JPY 79,300m)	17
4	Subordinated loan due 2026 (JPY 13.100m)	17
5	Subordinated loan due 2028 (JPY 67,600m)	18
6	Subordinated loan due 2036 (USD 2,000m)	18
7	Subordinated Ioan due 2026 (USD 2,500m)	19
8	Subordinated Ioan due 2028 (USD 2,000m)	19
9	Subordinated Ioan due 2032 (USD 3,000m)	20
0	Subordinated Ioan due 2027 (HKD 1,500m)	20
31	Subordinated Ioan due 2027 (CNH 2,750m)	21
2	Subordinated Ioan due 2024 (USD 1,500m)	21
3	Subordinated Ioan due 2028 (JPY 36,000m)	22
4	Subordinated loan due 2052 (USD 415m)	23
5	Subordinated Ioan due 2026 (USD 1,250m)	24
6	Subordinated loan due 2024 (USD 1,750m)	24
7	Subordinated loan due 2024 (USD 2,000m)	25
8	Subordinated loan due 2025 (USD 1,250m)	25
9	Subordinated loan due 2026 (JPY 44,700m)	26
)	Subordinated loan due 2028 (JPY 41,500m)	26
1	Subordinated Ioan due 2032 (JPY 13,900m)	27
2	Subordinated loan due 2028 (USD 2,250m)	27
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Certain Defined Terms

Within this document, the Hong Kong Special Administrative Region of the People's Republic of China is referred to as 'Hong Kong'. The abbreviation 'm' represents millions of the relevant currency. The Hongkong and Shanghai Banking Corporation Limited is a subsidiary of HSBC Holdings plc. "HSBC Group" means HSBC Holdings plc, together with its consolidated subsidiaries.

Disclaimer

This document is a disclosure document published to provide a description of the main features of The Hongkong and Shanghai Banking Corporation Limited's capital instruments and non-capital Loss Absorbing Capacity (LAC) instruments.

The information contained in this document has been compiled in accordance with the Hong Kong Monetary Authority's ('HKMA') Banking (Capital) Rules ('BCR') and Financial Institutions (Resolution) (Loss-absorbing Capacity Requirements – Banking Sector) Rules ('LAC Rules').

Disclosure in the required format has resulted in simplification and abbreviation of the features of the capital instruments described herein. The information contained in this document is not intended to be a comprehensive description of such capital instruments. No investor or prospective investor in any such capital instruments should rely upon the description contained in this document and none of HSBC Holdings plc or any member of the HSBC Group shall be liable for any inaccuracy or misstatement contained in this document.

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Sec	tion (i) Both regulatory capital and LAC requirements	Ordinary Shares
	Issuer	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong
Ва	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A
	Regulatory treatment	NIA
4 5	Transitional Basel III rules ¹	N/A Common Equity Tier 1
5	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group
3a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC	Solo and LAC consolidation group
	purposes)	
7	Instrument type (types to be specified by each jurisdiction)	Ordinary shares
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 178,726m
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 178,726m
9	Par value of instrument	No par value
	A	(Total amount HKD 180,181m)
10	Accounting classification	Shareholders' equity
11	Original date of issuance	Various
12	Perpetual or dated Original maturity data	Perpetual
13 14	Original maturity date	N/A N/A
15	Issuer call subject to prior supervisory approval Optional call date, contingent call dates and redemption price	N/A
16	Subsequent call dates, if applicable	N/A
17	Coupons / dividends Fixed or floating dividend/coupon	N/A
18	Coupon rate and any related index	N/A
19	Existence of a dividend stopper	N/A
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary
21	Existence of step up or other incentive to redeem	N/A
22	Non-cumulative or cumulative	Non-cumulative
23	Convertible or non-convertible	Non-convertible
24	If convertible, conversion trigger(s)	N/A
25	If convertible, fully or partially	N/A
26	If convertible, conversion rate	N/A
27	If convertible, mandatory or optional conversion	N/A
28	If convertible, specify instrument type convertible into	N/A
29	If convertible, specify issuer of instrument it converts into	N/A
30	Write-down feature	N/A
31	If write-down, write-down trigger(s)	N/A
32	If write-down, full or partial	N/A
33	If write-down, permanent or temporary	N/A
34	If temporary write-down, description of write-up mechanism	N/A Contractual
34a	Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately	Contractual
35	senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Additional Tier
	Non-compliant transitioned features	No
36		
	If yes, specify non-compliant features	N/A
36 37	If yes, specify non-compliant features Terms and conditions	N/A Terms and conditions - Capital instrume

Sec	ction (i) Both regulatory capital and LAC requirements	Perpetual subordinated loan (USD 1,000m)	Perpetual subordinated loan (USD 900m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
_	Regulatory treatment	N/A	N/A
4 5	Transitional Basel III rules ¹	N/A	N/A
3	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	Additional Tier 1 Solo and Group	Additional Tier 1 Solo and Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 7,834m	HKD 7,063m
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 7,834m	HKD 7,063m
9	Par value of instrument	USD 1,000m	USD 900m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	18 Jun 2019	30 May 2019
12	Perpetual or dated	Perpetual	Perpetual
13	Original maturity date	N/A	N/A
14	Issuer call subject to prior supervisory approval	Yes	Yes
15 16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	30 Mar 2025 / Par Every interest payment date after first call date	28 Sep 2026 / Par Every interest payment date after first call dat
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 30/03/2025 rate changes from fixed 6.09% to 3 month LIBOR plus 4.08%	From 28/09/2026 rate changes from fixed 6.51% to 3 month LIBOR plus 4.25%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
23 24	Convertible or non-convertible If convertible, conversion trigger(s)	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A Contractual	N/A
34a 35	Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Tier 2 instruments	Contractual Immediately subordinate to Tier 2 instruments
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
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Sec	ction (i) Both regulatory capital and LAC requirements	Perpetual subordinated loan (USD 500m)	5) Perpetual subordinated loan (USD 600m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	Additional Tier 1	Additional Tier 1
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group	Solo and Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		HKD 4,685m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 3,905m	HKD 4,685m
9	Par value of instrument	USD 500m	USD 600m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	21 Jun 2019	26 Jun 2019
12	Perpetual or dated	Perpetual	Perpetual
13	Original maturity date	N/A	N/A
14	Issuer call subject to prior supervisory approval	Yes	Yes
15 16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	30 Mar 2025 / Par Every interest payment date after first call date	22 May 2027 / Par Every interest payment date after first call dat
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 30/03/2025 rate changes from fixed 6.172% to 3 month LIBOR plus 4.23%	From 22/05/2027 rate changes from fixed 5.91% to 3 month LIBOR plus 3.95%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Tier 2 instruments	Immediately subordinate to Tier 2 instruments
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		43	5 ³

Sec	ction (i) Both regulatory capital and LAC requirements	6) Perpetual subordinated loan (USD 700m)	7) Perpetual subordinated loan (USD 900m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
_	Regulatory treatment		
4 5	Transitional Basel III rules ¹	N/A	N/A
o ô	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	Additional Tier 1 Solo and Group	Additional Tier 1 Solo and Group
a Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC	Solo and LAC consolidation group	Solo and LAC consolidation group
7	purposes) Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
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3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		HKD 7,044m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 5,467m	HKD 7,044m
9	Par value of instrument	USD 700m	USD 900m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	21 Jun 2019	14 Jun 2019
12	Perpetual or dated	Perpetual	Perpetual
13	Original maturity date	N/A	N/A
14	Issuer call subject to prior supervisory approval	Yes	Yes
15 16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	30 Mar 2025 / Par Every interest payment date after first call date	17 Sep 2024 / Par Every interest payment date after first call dat
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 30/03/2025 rate changes from fixed 6.172% to 3 month LIBOR plus 4.23%	From 17/09/2024 rate changes from fixed 6.03% to 3 month LIBOR plus 4.020%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
23 24	Convertible or non-convertible If convertible, conversion trigger(s)	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a 35	Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Contractual Immediately subordinate to Tier 2 instruments	Contractual Immediately subordinate to Tier 2 instruments
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
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Sec	ction (i) Both regulatory capital and LAC requirements	8) Perpetual subordinated loan (USD 1,100m)	9) Perpetual subordinated loan (USD 1,000m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	Additional Tier 1 Solo and Group	Additional Tier 1 Solo and Group
6 6a	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC	Solo and LAC consolidation group	Solo and LAC consolidation group
7	purposes) Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 8,617m	HKD 7,771m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 8,617m	HKD 7,771m
9	Par value of instrument	USD 1,100m	USD 1,000m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	18 Jun 2019	27 May 2022
12	Perpetual or dated	Perpetual	Perpetual
13	Original maturity date	N/A	N/A
14	Issuer call subject to prior supervisory approval	Yes	Yes
15 16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	18 Jun 2024 / Par Every interest payment date after first call date	27 May 2027 / Par Every interest payment date after first call dat
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Floating
18	Coupon rate and any related index	From 18/06/2024 rate changes from fixed 6% to 3 month LIBOR plus 4.060%	Compounded SOFR plus 5.09%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Tier 2 instruments	Immediately subordinate to Tier 2 instruments
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
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Sec	ction (i) Both regulatory capital and LAC requirements	10) Subordinated loan due 2031 (USD 600m)	11) Subordinated loan due 2030 (USD 1,000m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	Tier 2	Tier 2
6 6a	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group Solo and LAC consolidation group	Solo and Group Solo and LAC consolidation group
7	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes) Instrument type (types to be specified by each jurisdiction)	Other Tier 2 instruments	Other Tier 2 instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting		HKD 7,522m
8a	date) Amount recognised in loss-absorbing capacity (currency in millions, as of most recent	HKD 4,496m	HKD 7,522m
9	reporting date) Par value of instrument	USD 600m	USD 1,000m
10	Assumble a localities in	Linkilla. Jainualua	Liability fairmaling
10 11	Accounting classification Original date of issuance	Liability – fair value 14 Jun 2019	Liability – fair value 18 Jun 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	23 Nov 2031	18 Aug 2030
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	23 Nov 2026 / Par	18 Aug 2025 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	
47	Coupons / dividends	Electric flexible	First to floor
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 23/11/2026 rate changes from fixed 4.22% to 3 month LIBOR plus 2.17%	Fixed to floating From 18/08/2025 rate changes from fixed 4.07% to 3 month LIBOR plus 2.07%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to non-capital LAC instruments	Immediately subordinate to non-capital LAC instruments
36	Non-compliant transitioned features	No	No
	•		
37	If yes, specify non-compliant features	N/A	N/A
	If yes, specify non-compliant features Terms and conditions	N/A Terms and conditions - Capital instrument	N/A Terms and conditions - Capital instrument

	ction (i) Both regulatory capital and LAC requirements	12) Subordinated loan due 2030 (USD 180m)	13) Subordinated loan due 2032 (SGD 900m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	Tier 2	Tier 2
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group	Solo and Group
Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Other Tier 2 instruments	Other Tier 2 instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 1,362m	HKD 5,391m
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 1,362m	HKD 5,391m
9	Par value of instrument	USD 180m	SGD 900m (USD 671m)
10	Accounting classification	Liability – fair value	Liability – fair value
1	Original date of issuance	30 May 2019	27 Jun 2022
12	Perpetual or dated	Dated	Dated
13	Original maturity date	18 Aug 2030	27 Jun 2032
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	18 Aug 2025 / Par	27 Jun 2027 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	N/A
17	Coupons / dividends	Fixed to floation	Fired
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 18/08/2025 rate changes from fixed 4.3% to 3 month LIBOR plus 2.1%	Fixed From 27/06/2027 rate changes from 5.25% to 5 Year SORA-OIS plus 2.426%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain	
	il conventible, manualory of optional conversion	conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	conditions	
28		conditions To be determined subject to statutory bail-in	conditions To be determined subject to statutory bail-in
28 29	If convertible, specify instrument type convertible into	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in
	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO
28 29 30 31	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s)	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
28 29 80 31	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially
28 29 30 31	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s)	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
228 229 331 332 333 344	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent
28 29 30	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A
28 29 33 34 34 35	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to non-capital LAC	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to non-capital LAC
28 29 30 31 33 34 34 34 35	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to non-capital LAC instruments	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to non-capital LAC instruments
228 229 330 331 332 333 334	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to non-capital LAC instruments	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to non-capital LAC instruments

Sec	tion (i) Both regulatory capital and LAC requirements	14) Subordinated loan due 2032 (JPY 11,900m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A
}	Governing law(s) of the instrument	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is	N/A
	achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	
	Regulatory treatment	
4	Transitional Basel III rules ¹	N/A
5	Post-transitional Basel III rules ²	Tier 2
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group Solo and LAC consolidation group
ба	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	
7	Instrument type (types to be specified by each jurisdiction)	Other Tier 2 instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 733m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 733m
9	Par value of instrument	JPY 11,900m (USD 90m)
10	Accounting classification	Liability – fair value
11	Original date of issuance	15 Sep 2022
12	Perpetual or dated	Dated
13	Original maturity date	15 Sep 2032
14	Issuer call subject to prior supervisory approval	Yes
15	Optional call date, contingent call dates and redemption price	15 Sep 2027 / Par
16	Subsequent call dates, if applicable	N/A
	Coupons / dividends	5: 1
17	Fixed or floating dividend/coupon	Fixed
18	Coupon rate and any related index	From 15/09/2027 rate changes from 2.5% to JPY 5-year TONA Tokyo Swap Rate- 10:00 plus 2.292%
19	Existence of a dividend stopper	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No
22	Non-cumulative or cumulative	Cumulative
23	Convertible or non-convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially
33	If write-down, permanent or temporary	Permanent
34	If temporary write-down, description of write-up mechanism	N/A
34a	Type of subordination	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to non-capital LAC instruments
55	senior to institution in the insolvency decitor metalchy of the legal entity concerned)	
	Non-compliant transitioned features	No
36		No N/A
36 37	Non-compliant transitioned features	

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	15) Subordinated loan due 2024 (USD 575m)	16) Subordinated loan due 2027 (USD 630m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ba	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	NO	
4 5	Transitional Basel III rules ¹	N/A	N/A
3	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A N/A	N/A N/A
Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 4,381m	HKD 4,525m
9	Par value of instrument	USD 575m	USD 630m
10	Accounting classification	Liability – fair value	Liability – fair value
1	Original date of issuance	21 Jun 2019	21 Jun 2019
12	Perpetual or dated	Dated	Dated
3	Original maturity date	26 Sep 2024	25 Sep 2027
14	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	26 Sep 2023 / Par	25 Sep 2026 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
7	Coupons / dividends	Cival to floating	Fined to fleeting
8	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 26/09/2023 rate changes from fixed 3.12% to 3 month LIBOR plus 1.276%	Fixed to floating From 25/09/2026 rate changes from fixed 3.57% to 3 month LIBOR plus 1.618%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabil of borrower. Contractual recognition of HKM statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent Permanent	Permanent Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
	If yes, specify non-compliant features	N/A	N/A
36 37			

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	17) Subordinated loan due 2028 (USD 725m)	18) Subordinated loan due 2024 (AUD 650m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ba	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	N/A	NVA
4 5	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A N/A	N/A N/A
Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 5,157m	HKD 3,434m
9	Par value of instrument	USD 725m	AUD 650m (USD 440m)
10	Accounting classification	Liability – fair value	Liability – amortised cost
11	Original date of issuance	21 Jun 2019	16 Nov 2017
12	Perpetual or dated	Dated	Dated 10 Feb 2004
13	Original maturity date	02 Mar 2028	16 Feb 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	02 Mar 2027 / Par	16 Feb 2023 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
17	Coupons / dividends Fixed or floating dividend/coupon	Fixed to fleeting	Floating
17 18	Coupon rate and any related index	Fixed to floating From 02/03/2027 rate changes from fixed 3.61% to 3 month LIBOR plus 1.64%	3M BBSW plus 1.55%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabili of borrower. Contractual recognition of HKM, statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
		N/A	N/A
37_	If yes, specify non-compliant features	IN/A	IN//A
37	Terms and conditions	Terms and conditions - Capital instrument 173	Terms and conditions - Capital instrumer 18 ³

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	19) Subordinated loan due 2024 (AUD 350m)	20) Subordinated loan due 2028 (USD 1,750m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
За	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules ¹	N/A	N/A
5 6	Post-transitional Basel III rules ²	N/A	N/A
a Sa	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC	N/A Solo and LAC consolidation group	N/A Solo and LAC consolidation group
	purposes)		
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 1,849m	HKD 12,725m
9	Par value of instrument	AUD 350m (USD 237m)	USD 1,750m
10	Accounting classification	Liability – amortised cost	Liability – fair value
11	Original date of issuance	16 Nov 2017	13 Mar 2017
12	Perpetual or dated	Dated	Dated
13	Original maturity date	16 Feb 2024	13 Mar 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	16 Feb 2023 / Par	13 Mar 2027 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
17	Coupons / dividends Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 16/02/2023 rate changes from fixed 3.843% to BBSW plus 1.55%	From 13/03/2027 rate changes from fixed 4.1860% to 3 month LIBOR plus 1.739%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabili of borrower. Contractual recognition of HKM/statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent Permany	Permanent Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
36	Non-compliant transitioned features If yes, specify non-compliant features Terms and conditions	No N/A Terms and conditions - Capital instrument	No N/A Terms and conditions - Capital instrumen
36 37	If yes, specify non-compliant features	N/A	N/A

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	21) Subordinated loan due 2024 (USD 2,000m)	22) Subordinated loan due 2029 (USD 3,000m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ba	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	NO	
1	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A N/A	N/A N/A
a Ba	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 15,475m	HKD 21,651m
)	Par value of instrument	USD 2,000m	USD 3,000m
10	Accounting classification	Liability – fair value	Liability – fair value
1	Original date of issuance	18 May 2018	19 Jun 2018
12	Perpetual or dated	Dated	Dated
13	Original maturity date	18 May 2024	19 Jun 2029
14	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	18 May 2023 / Par	19 Jun 2028 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
7	Coupons / dividends	Fixed to floating	Fixed to floating
8	Fixed or floating dividend/coupon Coupon rate and any related index	From 18/05/2023 rate changes from fixed 4.1349% to 3 month LIBOR plus 1.207%	From 19/06/2028 rate changes from fixed 4.5328% to 3 month LIBOR plus 1.539%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabil of borrower. Contractual recognition of HKM statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent Permanent	Permanent Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
		NI.	N
36	Non-compliant transitioned features	No	No
	Non-compliant transitioned features If yes, specify non-compliant features	N/A	N/A
36 37	·		

Sec	etion (ii) Only LAC (but not regulatory capital) requirements	23) Subordinated loan due 2024 (JPY 79,300m)	24) Subordinated loan due 2026 (JPY 13,100m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
la	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	Ma	
1	Transitional Basel III rules ¹	N/A	N/A
5 S	Post-transitional Basel III rules ²	N/A	N/A
a Ba	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	N/A Solo and LAC consolidation group	N/A Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 4,653m	HKD 760m
)	Par value of instrument	JPY 79,300m (USD 600m)	JPY 13,100m (USD 99m)
0	Accounting classification	Liability – fair value	Liability – fair value
1	Original date of issuance	14 Sep 2018	14 Sep 2018
2	Perpetual or dated	Dated	Dated
3	Original maturity date	12 Sep 2024	12 Sep 2026
4	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	12 Sep 2023 / Par	12 Sep 2025 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
7	Coupons / dividends	Fixed to fleeting	Fined to fleeting
7 8	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 12/09/2023 rate changes from fixed 0.5897% to 3 month JPY LIBOR plus 0.5084%	Fixed to floating From 12/09/2025 rate changes from fixed 0.6854% to 3 month JPY LIBOR plus 0.5391
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabil of borrower. Contractual recognition of HKM statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent Permanent	Permanent Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
86	Non-compliant transitioned features	No	No
	If yes, specify non-compliant features	N/A	N/A
37			
37	Terms and conditions	Terms and conditions - Capital instrument 23 ³	Terms and conditions - Capital instrume 24 ³

Sec	etion (ii) Only LAC (but not regulatory capital) requirements	25) Subordinated loan due 2028 (JPY 67,600m)	26) Subordinated loan due 2036 (USD 2,000m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ва	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
_	Regulatory treatment	N/A	NVA
4 5	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A N/A	N/A N/A
Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 3,778m	HKD 14,167m
9	Par value of instrument	JPY 67,600m (USD 511m)	USD 2,000m
10	Accounting classification	Liability – fair value	Liability – amortised cost
11	Original date of issuance	14 Sep 2018	09 Nov 2017
12	Perpetual or dated	Dated	Dated
13	Original maturity date	12 Sep 2028	08 Sep 2036
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	12 Sep 2027 / Par	N/A
16	Subsequent call dates, if applicable	Every interest payment date after first call date	N/A
17	Coupons / dividends Fixed or floating dividend/coupon	Fixed to floating	Fixed
8	Coupon rate and any related index	From 12/09/2027 rate changes from fixed 0.7989% to 3 month JPY LIBOR plus 0.5839%	4.2125%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabili of borrower. Contractual recognition of HKM statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent Permanent	Permanent Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrumen
		25 ³	26 ³

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	27) Subordinated loan due 2026 (USD 2,500m)	28) Subordinated loan due 2028 (USD 2,000m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ва	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4 5	Transitional Basel III rules ¹	N/A	N/A
o ô	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A N/A	N/A N/A
Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 18,661m	HKD 13,223m
9	Par value of instrument	USD 2,500m	USD 2,000m
10	Accounting classification	Liability – amortised cost	Liability – fair value
11	Original date of issuance	27 Nov 2017	15 Apr 2021
12	Perpetual or dated	Dated	Dated
13	Original maturity date	25 May 2026	22 Sep 2028
14 15	Issuer call subject to prior supervisory approval Optional call date, contingent call dates and redemption price	Yes N/A	Yes
16	Subsequent call dates, if applicable	N/A	21 Sep 2027 / Par Every interest payment date after first call da
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed	Fixed to floating
18	Coupon rate and any related index	4.0530%	From 22/09/2027 rate changes from fixed 2.32% to 3 month LIBOR plus 1.04%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23 24	Convertible or non-convertible If convertible, conversion trigger(s)	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
	Type of subordination	Contractual	Contractual
34a	Position in subordination hierarchy in liquidation (specify instrument type immediately	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
	senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)		
35 36	senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	No	No
35 36	senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features If yes, specify non-compliant features	N/A	N/A
34a 35 36 37	senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features		

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	29) Subordinated loan due 2032 (USD 3,000m)	30) Subordinated loan due 2027 (HKD 1,500m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
За	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
_	Regulatory treatment		
4 5	Transitional Basel III rules ¹	N/A	N/A
o ô	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A N/A	N/A N/A
Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 18,218m	HKD 1,309m
9	Par value of instrument	USD 3,000m	HKD 1,500m (USD 192m)
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	24 May 2021	03 Jun 2021
12	Perpetual or dated	Dated	Dated
13	Original maturity date	24 May 2032	03 Jun 2027
14	Issuer call subject to prior supervisory approval Optional call date, contingent call dates and redemption price	Yes	Yes
15 16	Subsequent call dates, if applicable	24 May 2031 / Par Every interest payment date after first call date	03 Jun 2026 / Par N/A
10		Every interest payment date after mist can date	TWA
17	Coupons / dividends Fixed or floating dividend/coupon	Fixed to floating	Fixed
18	Coupon rate and any related index	From 24/05/2031 rate changes from fixed 2.804% to 3 month LIBOR plus 1.19685%	1.5500%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		29 ³	30 ³

Sec	etion (ii) Only LAC (but not regulatory capital) requirements	31) Subordinated loan due 2027 (CNH 2,750m)	32) Subordinated loan due 2024 (USD 1,500m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ba	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	NO	N/A
4 5	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A N/A	N/A N/A
Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 3,078m	HKD 11,300m
9	Par value of instrument	CNH 2,750m (USD 398m)	USD 1,500m
10	Accounting classification	Liability – amortised cost	Liability – fair value
11	Original date of issuance	29 Jun 2021	17 Aug 2021
12	Perpetual or dated	Dated	Dated
13	Original maturity date	29 Jun 2027	17 Aug 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
15 16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	29 Jun 2026 / Par N/A	17 Aug 2023 / Par
10		IVA	Every interest payment date after first call da
17	Coupons / dividends Fixed or floating dividend/coupon	Fixed	Fixed to floating
17 18	Coupon rate and any related index	3.4000%	From 17/08/2023 rate changes from fixed 0.732% to 3 month LIBOR plus 0.42%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		31 ³	32 ³

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	33) Subordinated loan due 2028 (JPY 36,000m)
	Issuer	The Hongkong and Shanghai Banking Corporation Limited
	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A
	Governing law(s) of the instrument	Laws of Hong Kong
а	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is	N/A
	achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	
	Regulatory treatment	NIA
<u>.</u>	Transitional Basel III rules ¹	N/A N/A
	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A
i ia	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC	Solo and LAC consolidation group
,	purposes) Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	
la	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 2,001m
)	Par value of instrument	JPY 36,000m (USD 272m)
0	Accounting classification	Liability – fair value
1	Original date of issuance	24 Sep 2021
2	Perpetual or dated	Dated
3	Original maturity date	24 Mar 2028
4	Issuer call subject to prior supervisory approval	Yes
5	Optional call date, contingent call dates and redemption price	24 Mar 2027 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call da
	Coupons / dividends	
7	Fixed or floating dividend/coupon	Fixed
8	Coupon rate and any related index	From 24/03/2027 rate changes from 0.459% JGB (#350 ISIN JP1103501J35) plus 0.554%
19	Existence of a dividend stopper	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No
2	Non-cumulative or cumulative	Cumulative
23	Convertible or non-convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes
	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability
31	i white down, white down ingger(s)	of borrower. Contractual recognition of HKM/statutory bail-in power under FIRO
2	If write-down, full or partial	statutory bail-in power under FIRO May be written down partially
2	If write-down, full or partial If write-down, permanent or temporary	statutory bail-in power under FIRO May be written down partially Permanent
2 3 4	If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	statutory bail-in power under FIRO May be written down partially Permanent N/A
3 4 4a	If write-down, full or partial If write-down, permanent or temporary	statutory bail-in power under FIRO May be written down partially Permanent
2 3 4 4a 5	If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately	statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual
32 33 34 34a 35	If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to Senior Creditors
33 33 34 34 35 36 37	If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to Senior Creditors No

		34) Subordinated loan due 2052 (USD 415m)
Sec	ction (ii) Only LAC (but not regulatory capital) requirements	on, casoranated tean and 2002 (OSS 116.11)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A
	Regulatory treatment	
4	Transitional Basel III rules ¹	N/A
5	Post-transitional Basel III rules ²	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	g N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 1,732m
9	Par value of instrument	USD 415 million
10	Accounting classification	Liability – fair value
11	Original date of issuance	18 Mar 2022
12	Perpetual or dated	Dated
13	Original maturity date	18 Mar 2052
14	Issuer call subject to prior supervisory approval	Yes
15	Optional call date, contingent call dates and redemption price	18 March 2027; Principal amount of the Loan which an amount equal to the sum of the Original Principal Amount and the Accreted Principal Amount.
		Accreted Principal Amount means: (i) in respect of any date on which the principal amount of the Loan is to be determined, other than the Drawdown Date, an amount equal to the product of 4.05% (compounded annually) being applied to USD 415 million, from (and including) the Drawdown Date to (but excluding) such date of determination. (ii) in respect of the Drawdown Date, zero.
		Original Principal Amount means USD 415 million.
16	Subsequent call dates, if applicable	On 18 March every year after first call date
	Coupons / dividends	
17	Fixed or floating dividend/coupon	N/A
18	Coupon rate and any related index	N/A
19	Existence of a dividend stopper	N/A
20	Fully discretionary, partially discretionary or mandatory	N/A
21	Existence of step up or other incentive to redeem	N/A
22	Non-cumulative or cumulative	N/A
23	Convertible or non-convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially
33	If write-down, permanent or temporary	Permanent
34	If temporary write-down, description of write-up mechanism	N/A
34a	Type of subordination	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No
37	If yes, specify non-compliant features	N/A
	Terms and conditions	Terms and conditions - Capital instrument 34 ³

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	35) Subordinated loan due 2026 (USD 1,250m)	36) Subordinated loan due 2024 (USD 1,750m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ва	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
a Sa	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	N/A Solo and LAC consolidation group	N/A Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 9,485m	HKD 13,645m
9	Par value of instrument	USD 1,250m	USD 1,750m
10	Accounting classification	Liability – fair value	Liability – amortised cost
11 12	Original date of issuance	29 Apr 2022 Dated	06 May 2022 Dated
13	Perpetual or dated Original maturity date	10 Mar 2026	06 May 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	10 Mar 2025 / Par	6 May 2023 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 10/03/2025 rate changes from fixed 4.396% to Compounded SOFR plus 1.63%	From 06/05/2023 rate changes from fixed 3.461% to Compounded SOFR plus 1.17%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		35 ³	36 ³

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	37) Subordinated loan due 2024 (USD 2,000m)	38) Subordinated loan due 2025 (USD 1,250m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
1	Regulatory treatment	N/A	N/A
4 5	Transitional Basel III rules ¹ Post-transitional Basel III rules ²	N/A N/A	N/A N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 15,595m	HKD 9,468m
9	Par value of instrument	USD 2,000m	USD 1,250m
10	Accounting classification	Liability – amortised cost	Liability – fair value
11	Original date of issuance	27 May 2022	09 Jun 2022
12	Perpetual or dated	Dated	Dated
13	Original maturity date	22 Nov 2024	09 Dec 2025
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	22 Nov 2023 / Par	09 Dec 2024 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call dat
17	Coupons / dividends Fixed or floating dividend/coupon	Floating	Fixed to floating
18	Coupon rate and any related index	Compounded SORF plus 1.63%	From 09/12/2024 rate changes from fixed 4.18% to Compounded SOFR plus 1.51%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23 24	Convertible or non-convertible If convertible, conversion trigger(s)	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27			
	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into	* *	conditions To be determined subject to statutory bail-in power under FIRO
28 29		conditions To be determined subject to statutory bail-in	conditions To be determined subject to statutory bail-in
29 30	If convertible, specify instrument type convertible into	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes
28 29 30 31	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO
29 30 31	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s)	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
29 30 31	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially
29 30 31 32 33	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s)	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
29 30 31 32 33 34	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent
29 30 31 32 33 34 34a	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A
330 331 332 333 334 334a 335	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to Senior Creditors
330 331 332 333 334 334 335	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features If yes, specify non-compliant features	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to Senior Creditors No N/A	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to Senior Creditors No N/A
29 30	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to Senior Creditors	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual Immediately subordinate to Senior Creditors

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	39) Subordinated loan due 2026 (JPY 44,700m)	40) Subordinated loan due 2028 (JPY 41,500m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
6 6a	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	N/A Solo and LAC consolidation group	N/A Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 2,648m	HKD 2,448m
9	Par value of instrument	JPY 44,700m (USD 338m)	JPY 41,500m (USD 314m)
10	Accounting classification Original data of insurance	Liability – fair value	Liability – fair value
11	Original date of issuance	15 Sep 2022	15 Sep 2022
12 13	Perpetual or dated Original maturity date	Dated 15 Sep 2026	Dated 15 Sep 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	15 Sep 2025 / Par	15 Sep 2027 / Par
16	Subsequent call dates, if applicable	N/A	N/A
17	Coupons / dividends Fixed or floating dividend/coupon	Fixed	Fixed
18	Coupon rate and any related index	From 15/09/2025 rate changes from 1.478% to JPY 1-year TONA Tokyo Swap Rate- 10:00 plus 1.35%	
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30 31	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No N/A	No N/A
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument 39 ³	Terms and conditions - Capital instrument 40 ³

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	41) Subordinated loan due 2032 (JPY 13,900m)	42) Subordinated loan due 2028 (USD2,250m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules ¹	N/A	N/A
5 6	Post-transitional Basel III rules ² Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A N/A	N/A N/A
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Solo and LAC consolidation group	Solo and LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 812m	HKD 18,505m
9	Par value of instrument	JPY 13,900m (USD 105m)	USD 2,250m
10	Accounting classification Original data of incurance	Liability – fair value	Liability – fair value
11 12	Original date of issuance Perpetual or dated	15 Sep 2022 Dated	03 Nov 2022 Dated
13	Original maturity date	15 Sep 2032	03 Nov 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	15 Sep 2031 / Par	03 Nov 2027 / Par
16	Subsequent call dates, if applicable	N/A	N/A
47	Coupons / dividends	Fired	Fined to floating
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed From 15/09/2031 rate changes from 2.25% to	Fixed to floating From 03/11/2027 rate changes from 7.39% to
10	Coupon rate and any related index	JPY 1-year TONA Tokyo Swap Rate- 10:00 plus 1.85%	Compounded SOFR plus 3.35%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument 41 ³	Terms and conditions - Capital instrument 42 ³

Footnotes:

- Regulatory treatment of capital instruments subject to transitional arrangements provided for in Schedule 4H of the Banking (Capital) Rules Regulatory treatment of capital instruments not subject to transitional arrangements provided for in Schedule 4H of the Banking (Capital) Rules
- Terms and conditions to be read in conjunction with the Master Terms Agreement (the "Master Terms Agreement")

The Hongkong and Shanghai Banking Corporation Limited

HSBC Main Building 1 Queen's Road Central, Hong Kong Telephone: (852) 2822 1111 Facsimile: (852) 2810 1112

www.hsbc.com.hk