The Hongkong and Shanghai Banking Corporation Limited

Main Features of Regulatory Capital Instruments and Non-capital LAC Debt Instruments at 30 June 2021 (Unaudited)



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Certain Defined Terms

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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	ction (i) Only regulatory capital (but not LAC) requirements	Primary capital undated floating rate notes (USD 400m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	GB0004355490
3	Governing law(s) of the instrument	English Law
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
	Regulatory treatment	
4	Transitional Basel III rules ¹	Tier 2
5	Post-transitional Basel III rules ²	Ineligible
ŝ	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	N/A
7	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 3,106m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	N/A
9	Par value of instrument	USD 400m
10	Accounting classification	Liability - amortised cost
11	Original date of issuance	09 Jul 1986
12	Perpetual or dated	Perpetual
13	Original maturity date	-
14	Issuer call subject to prior supervisory approval	Yes
15 16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	9 Jul 1991 / Tax event at any time / Par Every interest payment date after first call da
17	Coupons / dividends Fixed or floating dividend/coupon	Floating
18	Coupon rate and any related index	3 months USD LIBOR (if LIMEAN is unavailable) + 0.1875%
19	Existence of a dividend stopper	No
20	Fully discretionary, partially discretionary or mandatory	Partially discretionary
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 31	Write-down feature If write-down, write-down trigger(s)	Yes Triggers to 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 more senior Tier instruments
36	Non-compliant transitioned features	Yes
37	If yes, specify non-compliant features	No Non-Viability Loss Absorption clauses.

Sec	etion (ii) Both regulatory capital and LAC requirements	2) Ordinary Shares	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
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		
ļ.	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	Common Equity Tier 1	Additional Tier 1
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group	Solo and Group
ia	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)	Ordinary shares	Perpetual debt instrument
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 170,881m	HKD 7,834m
3a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 170,881m	HKD 7,834m
)	Par value of instrument	No par value (Total amount HKD 172,335m)	USD 1,000m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	Various	18 Jun 2019
12	Perpetual or dated	Perpetual	Perpetual
13	Original maturity date	N/A	N/A
14	Issuer call subject to prior supervisory approval	N/A	Yes
5 6	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	N/A N/A	30 Mar 2025 / Par Every interest payment date after first call da
	Coupons / dividends		
17	Fixed or floating dividend/coupon	N/A	Fixed to floating
18	Coupon rate and any related index	N/A	From 30/03/2025 rate changes from fixed 6.09% to 3 month LIBOR plus 4.08%
19	Existence of a dividend stopper	N/A	No
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
21	Existence of step up or other incentive to redeem	N/A	No
22	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
24	Convertible or non-convertible If convertible, conversion trigger(s)	Non-convertible N/A	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	N/A	May convert fully or partially
26	If convertible, conversion rate	N/A	To be determined at conversion
27	If convertible, mandatory or optional conversion	N/A	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	N/A	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	N/A	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	N/A	Yes
31	If write-down, write-down trigger(s)	N/A	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	N/A	May be written down partially
3	If write-down, permanent or temporary	N/A	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 Additional Tier 1	Immediately subordinate to Tier 2 instrument
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 2 ³	Terms and conditions - Capital instrument

Sec	ction (ii) Both regulatory capital and LAC requirements	4) Perpetual subordinated loan (USD 900m)	5) Perpetual subordinated loan (USD 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	Additional Tier 1	Additional Tier 1
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group	Solo and Group
ба	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 7,063m	HKD 3,905m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 7,063m	HKD 3,905m
9	Par value of instrument	USD 900m	USD 500m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	30 May 2019	21 Jun 2019
12	Perpetual or dated	Perpetual	Perpetual
13 14	Original maturity date	N/A Yes	N/A Yes
15	Issuer call subject to prior supervisory approval Optional call date, contingent call dates and redemption price	28 Sep 2026 / Par	30 Mar 2025 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	
17	Coupons / dividends Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 28/09/2026 rate changes from fixed 6.51% to 3 month LIBOR plus 4.25%	From 30/03/2025 rate changes from fixed 6.172% to 3 month LIBOR plus 4.23%
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 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 Tier 2 instruments	Immediately subordinate to Tier 2 instrument
36	Non-compliant transitioned features	No	No
	If yes, specify non-compliant features	N/A	N/A
37			

Sec	ction (ii) Both regulatory capital and LAC requirements	6) Perpetual subordinated loan (USD 600m)	7) Perpetual subordinated loan (USD 700m)
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	Post-transitional Basel III rules ²	Additional Tier 1	Additional Tier 1
ŝ	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	HKD 5,467m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 4,685m	HKD 5,467m
9	Par value of instrument	USD 600m	USD 700m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	26 Jun 2019	21 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	22 May 2027 / Par Every interest payment date after first call date	30 Mar 2025 / Par Every interest payment date after first call da
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 22/05/2027 rate changes from fixed 5.91% to 3 month LIBOR plus 3.95%	From 30/03/2025 rate changes from fixed 6.172% to 3 month LIBOR plus 4.23%
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-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
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 instrument
	Non-compliant transitioned features	No	No
36 37	Non-compliant transitioned features If yes, specify non-compliant features	No N/A Terms and conditions - Capital instrument	No N/A Terms and conditions - Capital instrumen

Sec	ction (ii) Both regulatory capital and LAC requirements	8) Perpetual subordinated loan (USD 900m)	9) Perpetual subordinated loan (USD 1,100n
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	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 8,617m
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 7,044m	HKD 8,617m
9	Par value of instrument	USD 900m	USD 1,100m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	14 Jun 2019	18 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	17 Sep 2024 / Par Every interest payment date after first call date	18 Jun 2024 / Par Every interest payment date after first call da
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 17/09/2024 rate changes from fixed 6.03% to 3 month LIBOR plus 4.020%	From 18/06/2024 rate changes from fixed 6% to 3 month LIBOR plus 4.060%
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-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
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 instrumen
36	Non-compliant transitioned features	No	No
36 37	Non-compliant transitioned features If yes, specify non-compliant features	No N/A	No N/A

Sec	ction (ii) 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	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)	Other Tier 2 instruments	Other Tier 2 instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		HKD 8,562m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 5,230m	HKD 8,562m
9	Par value of instrument	USD 600m	USD 1,000m
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	14 Jun 2019	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 16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	23 Nov 2026 / Par Every interest payment date after first call date	18 Aug 2025 / Par Every interest payment date after first call da
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 23/11/2026 rate changes from fixed 4.22% to 3 month LIBOR plus 2.17%	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-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
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Contractual	Contractual
J+a	Position in subordination hierarchy in liquidation (specify instrument type immediately	Immediately subordinate to LAC instruments	Immediately subordinate to LAC instruments
35	senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)		
35	senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	No	No
		No N/A	No N/A

	ction (ii) Both regulatory capital and LAC requirements	12) Subordinated loan due 2030 (USD 180m)
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	Tier 2
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group
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)	Other Tier 2 instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 1,554m
9	Par value of instrument	USD 180m
10	Accounting classification	Liability – fair value
11	Original date of issuance	30 May 2019
12	Perpetual or dated	Dated
13	Original maturity date	18 Aug 2030
14	Issuer call subject to prior supervisory approval	Yes
15	Optional call date, contingent call dates and redemption price	18 Aug 2025 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call da
17	Coupons / dividends	Fixed to fleeting
17 18	Fixed or floating dividend/coupon	Fixed to floating
10	Coupon rate and any related index	From 18/08/2025 rate changes from fixed 4.3% to 3 month LIBOR plus 2.1%
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-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
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 LAC instruments
36	Non-compliant transitioned features	No
	Non-compliant transitioned features If yes, specify non-compliant features	No N/A
36 37	Non-compliant transitioned features If yes, specify non-compliant features Terms and conditions	

Sec	tion (iii) Only LAC (but not regulatory capital) requirements	13) Subordinated loan due 2022 (USD 570m)	14) Subordinated loan due 2024 (USD 575m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited	The Hongkong and Shanghai Banking Corporation Limited
?	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		
1	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	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
}	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 4,451m	HKD 4,707m
)	Par value of instrument	USD 570m	USD 575m
0	Accounting classification	Liability – fair value	Liability – fair value
1	Original date of issuance	21 Jun 2019	21 Jun 2019
2	Perpetual or dated	Dated	Dated
13	Original maturity date	24 Sep 2022	26 Sep 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	24 Sep 2021 / Par	26 Sep 2023 / Par
6	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 to fleeting	Fixed to fleeting
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 24/09/2021 rate changes from fixed 2.8% to 3 month LIBOR plus 0.92%	From 26/09/2023 rate changes from fixed 3.12% to 3 month LIBOR plus 1.276%
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-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
3	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
,,			
	Non-compliant transitioned features	No	No
36 37	Non-compliant transitioned features If yes, specify non-compliant features	No N/A	No N/A
36	·		

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	15) Subordinated loan due 2027 (USD 630m)	16) Subordinated loan due 2028 (USD 725m)
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	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 5,318m	HKD 6,133m
9	Par value of instrument	USD 630m	USD 725m
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	21 Jun 2019	21 Jun 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	25 Sep 2027	02 Mar 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	25 Sep 2026 / Par	02 Mar 2027 / 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	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 25/09/2026 rate changes from fixed	From 02/03/2027 rate changes from fixed
10	Coupon rate and any related index	3.57% to 3 month LIBOR plus 1.618%	3.61% to 3 month LIBOR plus 1.64%
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 15 ³	Terms and conditions - Capital instrument 16 ³
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Sec	ction (iii) Only LAC (but not regulatory capital) requirements	17) Subordinated loan due 2024 (AUD 650m)	18) Subordinated Ioan due 2024 (AUD 350m)
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	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
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 3,794m	HKD 2,043m
9	Par value of instrument	AUD 650m (USD 487m)	AUD 350m (USD 262m)
10	Accounting classification	Liability – amortised cost	Liability – amortised cost
11	Original date of issuance	16 Nov 2017	16 Nov 2017
12	Perpetual or dated	Dated	Dated
13	Original maturity date	16 Feb 2024	16 Feb 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	16 Feb 2023 / 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 date
47	Coupons / dividends	Floring	Fixed to fleeting
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Floating 3M BBSW plus 1.55%	Fixed to floating From 16/02/2023 rate changes from fixed
	occipin the district and control made.	SW BBOW plub 1.00%	3.843% to 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-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 17 ³	Terms and conditions - Capital instrument 18 ³

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	19) Subordinated loan due 2023 (USD 1,750m)	20) Subordinated Ioan 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
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
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
ба	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	N/A
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 13,883m	HKD 15,230m
9	Par value of instrument	USD 1,750m	USD 1,750m
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	13 Mar 2017	13 Mar 2017
12	Perpetual or dated	Dated	Dated
13	Original maturity date	13 Mar 2023	13 Mar 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	13 Mar 2022 / 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 date
	Coupons / dividends	First to floor	Fire the fleeting
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 13/03/2022 rate changes from fixed 3.43% to 3 month LIBOR plus 1.328%	Fixed to floating 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-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
	If write-down, full or partial	May be written down partially	May be written down partially
32		Permanent	Permanent
33	If write-down, permanent or temporary		11/A
33		N/A	N/A
33 34	If write-down, permanent or temporary	N/A Contractual	N/A Contractual
33 34 34a	If write-down, permanent or temporary If temporary write-down, description of write-up mechanism		
33 34 34a 35	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)	Contractual Immediately subordinate to Senior Creditors	Contractual Immediately subordinate to Senior Creditors
32 33 34 34a 35 36 37	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	Contractual	Contractual

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	21) Subordinated loan due 2023 (USD 1,000m)	22) Subordinated Ioan due 2024 (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
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
ô	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
3	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 8,078m	HKD 16,579m
9	Par value of instrument	USD 1,000m	USD 2,000m
10	Accounting classification	Liability – fair value	Liability – fair value
11 12	Original date of issuance	22 Nov 2017	18 May 2018 Dated
13	Perpetual or dated Original maturity date	Dated 22 Nov 2023	18 May 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	22 Nov 2022 / Par	18 May 2023 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	
_	Coupons / dividends	5: 1: 0: 0:	
17 18	Fixed or floating dividend/coupon	Fixed to floating From 22/11/2022 rate changes from fixed	Fixed to floating
10	Coupon rate and any related index	3.305% to 3 month LIBOR plus 1.237%	From 18/05/2023 rate changes from fixed 4.1349% to 3 month LIBOR plus 1.207%
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 23	Non-cumulative or cumulative	Cumulative Convertible	Cumulative Convertible
24 24	Convertible or non-convertible 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 21 ³	Terms and conditions - Capital instrument 22 ³

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	23) Subordinated loan due 2029 (USD 3,000m)	24) Subordinated Ioan due 2024 (JPY 79,300m)
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	Post-transitional Basel III rules ²	N/A	N/A
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	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 26,857m	HKD 5,644m
)	Par value of instrument	USD 3,000m	JPY 79,300m (USD 715m)
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	19 Jun 2018	14 Sep 2018
12	Perpetual or dated	Dated	Dated
13 14	Original maturity date Issuer call subject to prior supervisory approval	19 Jun 2029 Yes	12 Sep 2024 Yes
15	Optional call date, contingent call dates and redemption price	19 Jun 2028 / Par	12 Sep 2023 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	•
_	Coupons / dividends	F: 1: 0 0	F: 1: 0 c
17 18	Fixed or floating dividend/coupon	Fixed to floating From 19/06/2028 rate changes from fixed	Fixed to floating
10	Coupon rate and any related index	4.5328% to 3 month LIBOR plus 1.539%	From 12/09/2023 rate changes from fixed 0.5897% to 3 month JPY LIBOR plus 0.50849
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 23	Non-cumulative or cumulative Convertible or non-convertible	Cumulative Convertible	Cumulative 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	·
32	If write-down, full or partial	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially
32	If write-down, full or partial If write-down, permanent or temporary	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent
32 33 34	If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A
32 33 34 34a	If write-down, full or partial If write-down, permanent or temporary	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent
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)	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	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
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	of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Contractual	May be written down partially Permanent N/A Contractual
32 33 34 34a 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	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	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

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	25) Subordinated loan due 2026 (JPY 13,100m)	26) Subordinated Ioan due 2028 (JPY 67,600m)
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	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 936m	HKD 4,823m
9	Par value of instrument	JPY 13,100m (USD 118m)	JPY 67,600m (USD 610m)
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	14 Sep 2018	14 Sep 2018
12	Perpetual or dated	Dated	Dated
13	Original maturity date	12 Sep 2026	12 Sep 2028
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	12 Sep 2025 / Par Every interest payment date after first call date	12 Sep 2027 / Par 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 12/09/2025 rate changes from fixed 0.6854% to 3 month JPY LIBOR plus 0.5391%	From 12/09/2027 rate changes from fixed 0.7989% to 3 month JPY LIBOR plus 0.5839%
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 25 ³	Terms and conditions - Capital instrument 26 ³

00.	ction (iii) Only LAC (but not regulatory capital) requirements	27) Subordinated loan due 2036 (USD 2,000m)	28) Subordinated Ioan due 2026 (USD 2,500m)
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	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
За	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	N/A
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 17,328m	HKD 20,655m
9	Par value of instrument	USD 2,000m	USD 2,500m
10	Accounting classification	Liability – amortised cost	Liability – amortised cost
11	Original date of issuance	09 Nov 2017	27 Nov 2017
12	Perpetual or dated	Dated	Dated
13	Original maturity date	08 Sep 2036	25 May 2026
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	N/A	N/A
16	Subsequent call dates, if applicable	N/A	N/A
17	Coupons / dividends	Fixed	Fixed
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	4.2125%	4.0530%
19 20	Existence of a dividend stopper Fully discretionary, partially discretionary or mandatory	No Mandatory	No 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, conversion trigger(s) If convertible, fully or partially	Financial Institutions (Resolution) Ordinance -	Financial Institutions (Resolution) Ordinance
		Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
26 27	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions
26 27	If convertible, fully or partially If convertible, conversion rate	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO
26 27 28 29	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO
26 27 28 29	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes
26 27 28 29	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO	Financial Institutions (Resolution) Ordinance-HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO
26 27 28 29 30 31	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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
26 27 28 28 29 30 31 32 33	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion 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)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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
26 27 28 29 30 31 33 34	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion 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	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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
26 27 28 29 30 31 33 34	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion 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	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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 HKM/statutory bail-in power under FIRO May be written down partially Permanent
226 227 228 229 330 331 332 333 334 334a	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion 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	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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
226 227 228 229 330 331 334 334 335	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion 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	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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
25 26 27 28 29 30 31 34 34a 35 36 37	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion 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)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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	Financial Institutions (Resolution) Ordinance-HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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
26 27 28 29 30 31 33 34 34a 35	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion 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	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain 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

Sec	tion (iii) Only LAC (but not regulatory capital) requirements	29) Subordinated loan due 2028 (USD 2,000m)	30) Subordinated loan due 2032 (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
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	Post-transitional Basel III rules ²	N/A	N/A
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
ia	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
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 15,744m	HKD 23,908m
9	Par value of instrument	USD 2,000m	USD 3,000m
0	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	15 Apr 2021	24 May 2021
12	Perpetual or dated	Dated	Dated
13	Original maturity date	22 Sep 2028	24 May 2032
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	21 Sep 2027 / Par	24 May 2031 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call dat
	Coupons / dividends	Final to floation	Fined to Section
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 22/09/2027 rate changes from fixed 2.32% to 3 month LIBOR plus 1.04%	Fixed to floating From 24/05/2031 rate changes from fixed 2.804% to 3 month LIBOR plus 1.19685%
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 29 ³	Terms and conditions - Capital instrument 303
		-	

Sec	tion (iii) Only LAC (but not regulatory capital) requirements	31) Subordinated loan due 2027 (HKD 1,500m)	32) Subordinated loan due 2027 (CNH 2,750m)
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	Post-transitional Basel III rules ²	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	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	N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 1,494m	HKD 3,304m
)	Par value of instrument	HKD 1,500m (USD 193m)	CNH 2,750m (USD 426m)
0	Accounting classification	Liability – fair value	Liability – amortised cost
11	Original date of issuance	03 Jun 2021	29 Jun 2021
12	Perpetual or dated	Dated	Dated
13	Original maturity date	03 Jun 2027	29 Jun 2027
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	03 June 2026 / Par	29 June 2026 / Par
6	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	1.5500%	3.4000%
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 31 ³	Terms and conditions - Capital instrument

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 2
- Terms and conditions to be read in conjunction with the Master Terms Agreement (the "Master Terms Agreement") Master Terms Agreement

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