# The Hongkong and Shanghai Banking Corporation Limited

Main Features of Regulatory Capital Instruments and Non-capital LAC Debt Instruments at 31 December 2020 (Unaudited)



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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.

#### **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 HSBC shall not be liable for any inaccuracy or misstatement contained in this document.

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Sec	etion (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
1	Governing law(s) of the instrument	English Law
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
	Regulatory treatment	
1	Transitional Basel III rules <sup>1</sup>	Tier 2
;	Post-transitional Basel III rules <sup>2</sup>	Ineligible
;	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
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 3,101m
Ba	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	N/A
)	Par value of instrument	USD 400m
0	Accounting classification	Liability - amortised cost
1	Original date of issuance	09 Jul 1986
2	Perpetual or dated	Perpetual
3	Original maturity date	- Voc
4 5	Issuer call subject to prior supervisory approval  Optional call date, contingent call dates and redemption price	Yes 9 Jul 1991 / Tax event at any time / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call da
	Coupons / dividends	
17	Fixed or floating dividend/coupon	Floating
8	Coupon rate and any related index	3 months USD LIBOR (if LIMEAN is unavailable) + 0.1875%
19	Existence of a dividend stopper	No Postially discussions and
20 21	Fully discretionary, partially discretionary or mandatory  Existence of step up or other incentive to redeem	Partially discretionary 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)	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 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 more senior Tier instruments
36	Non-compliant transitioned features	Yes
37	If yes, specify non-compliant features	No Non-Viability Loss Absorption clauses.
	Terms and conditions	Terms and conditions - Capital instrumen

Sec	tion (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
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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	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
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)	Ordinary shares	Perpetual debt instrument
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 170,881m	HKD 7,834m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 170,881m	HKD 7,834m
9	Par value of instrument	No par value	USD 1,000m
		(Total amount HKD 172,335m)	
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 15	Issuer call subject to prior supervisory approval	N/A	Yes 30 Mar 2025 / Par
16	Optional call date, contingent call dates and redemption price	N/A N/A	Every interest payment date after first call
10	Subsequent call dates, if applicable	N/A	date
17	Coupons / dividends 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
23	Convertible or non-convertible	Non-convertible	Convertible
24	If convertible, conversion trigger(s)	N/A	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- viability 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
33	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	Terms and conditions - Capital
		instrument 2 <sup>3</sup>	instrument 3 <sup>3</sup>

Sec	tion (ii) Both regulatory capital and LAC requirements	4) Perpetual subordinated loan (USD 900m)	o) Ferpetual 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
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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	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
8	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	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	28 Sep 2026 / Par	30 Mar 2025 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	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	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 FIRC
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
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital	Terms and conditions - Capital
		instrument 4 <sup>3</sup>	instrument 5 <sup>3</sup>

Sec	tion (ii) Both regulatory capital and LAC requirements	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
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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	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
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 4,685m	HKD 5,467m
Ва	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	22 May 2027 / Par Every interest payment date after first call	30 Mar 2025 / Par
16	Subsequent call dates, if applicable	date	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 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- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRC
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 instrumer
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	Terms and conditions - Capital
		instrument 6 <sup>3</sup>	instrument 7 <sup>3</sup>

Sec	ction (ii) Both regulatory capital and LAC requirements	8) Perpetual subordinated loan (USD 900m)	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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	Additional Tier 1	Additional Tier 1
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group	Solo and Group
3a	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 7,044m	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
3	Original maturity date	N/A	N/A
4	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	17 Sep 2024 / Par	18 Jun 2024 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
7	Coupons / dividends Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
8	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 69 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
7	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
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
		NI-	N.
36	Non-compliant transitioned features	No	No
36 37	Non-compliant transitioned features  If yes, specify non-compliant features  Terms and conditions	N/A Terms and conditions - Capital instrument	N/A Terms and conditions - Capital instrumer

Corporation. Limited Corporation Limited Corporation Limited NA	Sec	tion (ii) Both regulatory capital and LAC requirements	10) Subordinated loan due 2031 (USD 600m)	11) Subordinated loan due 2030 (USD 1,000m)
Amount recognised in the instrument   Laws of Horing Kong   Laws of Horing Kong   Laws of Horing Kong   Amount recognised interferenceshilty requirement of Section 13 of the TAC Term Sheet is achieved (for non-applia) LAC doth instruments governed by non-Horing Kong law)   NA   NA   NA   NA   NA   NA   NA   N	1	Issuer		
39 Means by which enforceatibility requirement of Scalar 13 of the TLAC Term Sheet is achieved for non-operals LAC debt instruments governed by non-Hong Kong law?  Repulsionly treatment 4 Transitional Based III rules <sup>2</sup> 7 Transitional Based III rules <sup>3</sup> 8 Post transitional Based III rules <sup>3</sup> 8 Post transitional Based III rules <sup>3</sup> 9 Eligible at sold proposition and group of or regulatory capital purposes) 9 Eligible at sold proposition and group of or regulatory capital purposes) 9 Eligible at sold proposition and group of or regulatory capital purposes) 9 Eligible at sold proposition and group of or regulatory capital purposes) 9 Eligible at sold proposition of the Sold and Group 9 Eligible at sold proposition of the Sold and Group 9 Eligible at sold proposition of the Sold and Group 9 Eligible at sold proposition of the Sold and Group 10 Eligible at sold proposition of the Sold and Group 11 Eligible at sold proposition of the Sold and Group 12 Eligible at sold proposition of the Sold and Group 13 Eligible at sold proposition of the Sold and Group 14 Eligible at sold proposition of the Sold and Group 14 Eligible at sold proposition of the Sold and Group 15 Eligible at sold proposition of the Sold and Group 16 Eligible at sold proposition of the Sold and Group 17 Eligible at sold proposition of the Sold Sold and Group 18 Eligible at sold and Sold and Group 19 Eligible at sold and Sold and Sold and Group 19 Eligible at sold and	2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
Regulatory treatment  1 Trunsitional State III Inutes* 1 Trunsitional State III Inutes* 2 Time 2 Time 2 2 Time 2 3 Time 2 5 Filiphet as topic LAC consolidation group (for ingulatory capital purposes) 3 Solis and Group 4 Solis and Group 5 Solis and LAC consolidation group 6 Solidation 7 Solidation 8 Solida	3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Transitional Based III tutles*   Tier 2   Tier 2	3a		N/A	N/A
5 Pest transferred Bosel III rules*     First 2 Ter 2     First 2     First 2 Solve and Group     Solve and LAC consolidation group for LAC     Solve and LAC consolidation group     Folder for a solve and LAC consolidation group     purposed     Amount recognised in local-adeotroin group purposed     Amount recognised in local-adeotroing Capacity (currency in millions, as of most recent epocing HKD 5,355m     Amount recognised in local-adeotroing Capacity (currency in millions, as of most recent period of the Consolidation group     Par value of instrument     USD 600m     USD 1,000m     USD 1,		Regulatory treatment		
8 Eligible at sole/group/below and group. For regulation capital progresses) 8 Eligible at sole/group/below and group. For regulation capital progresses) 8 Eligible at sole/group pelow and sole and LAC consolidation group. Sole and Group. 9 For personal progresses of the progresses	4	Transitional Basel III rules <sup>1</sup>	N/A	N/A
8 Eligible at sot objorous/block and group (for regulatory capital proposes) 8 Eligible at sot objorous/block and group (for Iza) 8 Eligible at sot objorous/block and group (for Iza) 8 Eligible at sot objorous/block and Eligible at sot of Iza (Consolidation group) 8 Eligible at sot objorous/block and Iza (Consolidation group) 8 Eligible at a sot objorous/block and Iza (Consolidation group) 8 Eligible at a sot objorous/block and Iza (Consolidation group) 8 Eligible at a sot objorous/block and Iza (Consolidation group) 8 Eligible	5	Post-transitional Basel III rules <sup>2</sup>	Tier 2	Tier 2
88 Eligible at solo / IAC consolidation group / solo and LAC consolidation group purposes; Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting in MEO 5,555m; HKC 8,753m  HKC 8,	6		Solo and Group	Solo and Group
8 Amount recognised in loss-absorbing capacity (currency in millions, as of most recent profing date) 84 Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date) 85 Par value of instrument 86 USD 1,000m 87 USD 1,000m 88 USD	6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC	Solo and LAC consolidation group	Solo and LAC consolidation group
8 Amount recognised in cose-absorbing capacity (currency in millions, as of most recent profiling HKD 5,355m HKD 8,753m H	7	Instrument type (types to be specified by each jurisdiction)	Other Tier 2 instruments	Other Tier 2 instruments
Para value of instrument    USD 600m   USD 1,000m	8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting		
10 Accounting classification 11 Original date of issuance 11 Original date of issuance 11 Original date of issuance 12 Perpetual or dated 13 Original maturity date 13 Original maturity date 14 Susper call subject to prior supervisory approval 15 Optional call date, contingent call dates and redemption price 16 Subsequent call dates and redemption price 17 Fixed or floating of the subject to prior supervisory approval 18 Coupon rate and any related index 19 Fixed or floating dividend/coupon 19 Existence of a dividend/coupon 19 Existence of a dividend stopper 19 Existence of a dividend stopper 20 Fixed or floating dividend/coupon 21 Existence of a dividend stopper 22 Fixed or floating dividend/coupon 23 Convertible or on convertible 24 Committee or an existency or mandatory 24 Existence of a dividend stopper 25 Fixed or floating dividend/coupon 26 Fixed or floating dividend/coupon 27 Fixed or floating dividend/coupon 28 Existence of a dividend stopper 39 Existence of a dividend stopper 30 Convertible or on convertible or on convertible or one convertible, conversion integer(s) 29 If convertible, conversion integer or prior dividend stop or prior dividend stopper 30 Convertible, conversion integer or prior dividend stopper or the remaining of the prior dividend stopper or the remaining or dividend stopper or the remaining or dividend stopper or dividend or dividend stopper or dividend stopper or dividend stopper o	8a		HKD 5,355m	HKD 8,753m
11 Orginal date of issuance	9			·
12 Perpetual or dated	10		•	
13				
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  Coupons / dividends  17 Fixed to floating dividend/coupon  Fixed to floating  Fixed		• ,		
Every interest payment date after first call date   Every interest payment   Every interest payment   Every interest payment date   Every interest payment   Every interest paymen				
Coupons / dividends 17		Optional call date, contingent call dates and redemption price		9
Fixed or floating dividend/coupon Fixed to floating From 23/11/2026 rate changes from fixed 4.22% to 3 month LIBOR plus 2.17% 4.27% to 3 month LIBOR plus 2.07%  Polity discretionary, partially discretionary or mandatory Mandatory Mandatory Mandatory Mandatory Mandatory Mandatory Mandatory Mandatory Mon-cumulative or cumulative Comertible or non-convertible Convertible, conversion trigger(s) Firend and any convert fully or partially for convertible, conversion rate  If convertible, pair or politonal conversion  If convertible, specify issuer of instrument it converts into  Write-down, write-down trigger(s)  If write-down, write-down trigger(s)  If write-down, full or partiall  May be written down partially May be writ	16		Every interest payment date after first call date	Every interest payment date after first call dat
From 23/11/2026 rate changes from fixed 4.22% to 3 month LIBOR plus 2.17% 4.07% to 3 month LIBOR plus 2.07% 4.07% to 4 month LIBOR plus 2.07% to 4 month LIBOR plus 2.07% to 4 m	17	·	Fixed to floating	Fixed to floating
Mandatory   Mandatory   Mandatory   Mandatory   Mandatory			From 23/11/2026 rate changes from fixed	From 18/08/2025 rate changes from fixed
21 Existence of step up or other incentive to redeem 22 Non-cumulative or cumulative 23 Convertible or non-convertible 24 If convertible, conversion trigger(s) 25 If convertible, conversion trigger(s) 26 If convertible, fully or partially 27 If convertible, fully or partially 28 If convertible, fully or partially 29 If convertible, conversion rate 20 If convertible, fully or partially 20 If convertible, conversion rate 20 If convertible, conversion rate 21 If convertible, conversion rate 22 If convertible, conversion rate 23 If convertible, conversion rate 24 If convertible, conversion rate 25 If convertible, conversion rate 26 If convertible, conversion rate 27 If convertible, specify instrument type convertible into 28 If convertible, specify instrument type convertible into 29 If convertible, specify instrument type convertible into 29 If convertible, specify issuer of instrument it converts into 30 Write-down feature 31 If write-down, write-down trigger(s) 32 If write-down, write-down trigger(s) 33 Write-down feature 44 If write-down, full or partial 45 If write-down, full or partial 46 If write-down, feature 47 Yes 48 Yes 49 Ves 40 Verial on this power under FIRO 40 Verial on this power under FIRO 50 Verial on this power under FIRO 51 Verial on this power under FIRO 52 If write-down, full or partial 53 If write-down, full or partial 54 If temporary write-down, description of write-up mechanism 55 Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) 56 Non-compliant transitioned features 57 If yes, specify non-compliant features 58 Non-compliant transitioned features 59 Non-compliant transitioned features 70 Non-compliant features 71 If yes, spe	19	Existence of a dividend stopper	No	No
Non-cumulative or cumulative Convertible or non-convertible or non-convertible Convertible or non-convertible Convertible or non-convertible Convertible, conversion trigger(s)  If convertible, conversion trigger(s)  If convertible, curversion trigger(s)  If convertible, tully or partially  May convert fully or partially  To be determined at conversion  To be determined at conversion  To be determined subject to statutory bail-in power under FIRO  Dower under FIRO  D	20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
Convertible or non-convertible  If convertible, conversion trigger(s)  If convertible, conversion trigger(s)  If convertible, conversion trigger(s)  If convertible, conversion trigger(s)  If convertible, fully or partially  If convertible, fully or partially  If convertible, conversion rate  If convertible, specify instrument type conversion  If convertible, specify instrument type convertible into  If convertible, specify instrument type convertible into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If write-down, write-down feature  If write-down, write-down trigger(s)  If write-down, write-down trigger(s)  If write-down, write-down trigger(s)  If write-down, full or partial  If write-down, full or partial  If write-down, germanent or temporary  If write-down, description of write-up mechanism  If write-down, description of write-up mechanism  If write-down, description of write-up mechanism  If write-down, permanent or temporary  If write-down, permanent in the insolvency creditor hierarchy of the legal entity concerned)  If write-down 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 instrument  Immediately subordinate to LAC instru	21	Existence of step up or other incentive to redeem	No	No
If convertible, conversion trigger(s)  Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA (FIRO')  If convertible, fully or partially  If convertible, conversion rate  To be determined at conversion To be determined subject to statutory bail-in power under FIRO To be dete	22	Non-cumulative or cumulative	Cumulative	Cumulative
Financial Institutions (Resolution) Ordinance – HKMA (FIRO)  25 If convertible, fully or partially 26 If convertible, conversion rate 27 If convertible, mandatory or optional conversion 28 If convertible, specify instrument type convertible into 29 If convertible, specify issuer of instrument it converts into 30 Write-down, write-down trigger(s) 31 If write-down, write-down trigger(s) 32 If write-down, permanent or temporary 33 If write-down, permanent or temporary 34 Type of subordination 35 Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) 36 Non-compliant transitioned features 37 If yes, specify non-compliant features 38 Non-compliant transitioned features 39 Non-compliant transitioned features 30 Non-compliant features 30 Mon-compliant features 31 If yes, specify non-compliant features 32 If write-down, permanent or temporary 33 If yes, specify non-compliant features 34 Non-compliant transitioned features 35 Non-compliant transitioned features 36 Non-compliant features 37 If yes, specify non-compliant features 38 Non-compliant features 39 Non-compliant features 30 Non-compliant features 30 Write-down feature 31 If yes, specify non-compliant features 32 If write-down, permanent or temporary 33 If yes, specify non-compliant features 34 Non-compliant features 35 Non-compliant features 36 Non-compliant features 37 If yes, specify non-compliant features 38 Non-compliant features 39 Non-compliant features 30 Non-compliant features 30 Non-compliant features 31 If yes, specify non-compliant features 32 If yes, specify non-compliant features 33 If yes, specify non-compliant features 34 Type of subordinates features 35 Non-compliant features 36 Non-compliant features 37 If yes, specify non-compliant features 38 Non-compliant features 39 Non-compliant features 30 Non-compliant features 30 Non-compliant features 31 If yes, specify non-compliant features 32 If yes, specify non-compliant features	23	Convertible or non-convertible	Convertible	Convertible
If convertible, conversion rate   To be determined at conversion   To be determined at conversion   Mandatory upon satisfaction of certain conditions   Mandatory upon satisfaction of certain conditions	24	If convertible, conversion trigger(s)	Financial Institutions (Resolution) Ordinance -	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
If convertible, mandatory or optional conversion  Mandatory upon satisfaction of certain conditions  If convertible, specify instrument type convertible into  If convertible, specify instrument type convertible into  If convertible, specify instrument type convertible into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify issuer of instrument it converts into  If convertible, specify instrument type inded a subject to statutory bail-in power under FIRO  If convertible, specify instrument it converts into  If convertible, specify instrument it converts into  If convertible, specify instrument it power under FIRO  If 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  If write-down, full or partial  If write-down, permanent or temporary  If write-down, permanent or temporary  Permanent  If temporary write-down, description of write-up mechanism  N/A  N/A  If temporary write-down, description of write-up mechanism  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
28 If convertible, specify instrument type convertible into 29 If convertible, specify issuer of instrument it converts into 29 If convertible, specify issuer of instrument it converts into 30 Write-down feature 31 If write-down, write-down trigger(s) 32 If write-down, write-down trigger(s) 33 If write-down, full or partial 34 If temporary write-down, description of write-up mechanism 35 If write-down, description of write-up mechanism 36 Non-compliant transitioned features 37 If yes, specify non-compliant features 38 Non-compliant features 39 Non-compliant features 39 Non-compliant features 30 Write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO 39 If write-down, full or partial 30 Write-down, full or partial 31 If write-down, full or partial 32 If write-down, full or partial 33 If write-down, permanent or temporary 34 If temporary write-down, description of write-up mechanism 36 Non-compliant transitioned features 37 If yes, specify non-compliant features 38 Non-compliant transitioned features 39 Non-compliant features 30 Non-compliant features 30 Non-compliant features 31 If write-down at point of non-viability power under FIRO 32 If write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO 39 Non-compliant transitioned features 30 Non-compliant features 31 If write-down, full or partial 32 If write-down, full or partial 33 If write-down, full or partial 34 If temporary write-down, full or partial 35 Position in subordination in subordin	26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
power under FIRO power under FIRO  If convertible, specify issuer of instrument it converts into  To be determined subject to statutory bail-in power under FIRO power under FIRO power under FIRO  Write-down feature  Yes  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  If write-down, full or partial  May be written down partially  May be written down partially  If temporary write-down, description of write-up mechanism  N/A  Type of subordination  Non-compliant transitioned features  Non-compliant transitioned features  Non-compliant f	27	If convertible, mandatory or optional conversion	* *	conditions
power under FIRO power under FIRO  Write-down feature Yes Yes  Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO statutory bail-in power under FIRO statutory bail-in power under FIRO  If write-down, full or partial May be written down partially Permanent or temporary Permanent Permanent Permanent  If temporary write-down, description of write-up mechanism N/A N/A  Type of subordination Contractual  Non-compliant transitioned features Non-compliant transitioned features N/A N/A N/A Terms and conditions Capital instrument Terms and conditions - Capital instrument  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument			power under FIRO	power under FIRO
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  If write-down, full or partial  If write-down, permanent or temporary  If temporary write-down, description of write-up mechanism  N/A  Type of subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)  Contractual write-down at point of non-viability of borrower. Contractual recognition of HKM statutory bail-in power under FIRO  May be written down partially  May be written down partially  Permanent  N/A  N/A  Contractual  Contractual  Immediately subordinate to LAC instruments  Immediately subordinate to LAC instrument  Immediately subordinate to LAC instrument  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument			power under FIRO	power under FIRO
of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO  If write-down, full or partial  If write-down, permanent or temporary  If temporary write-down, description of write-up mechanism  If temporary write-down, description of write-up mechanism  N/A  Type of subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)  No  No  No  No  No  No  No  No  No  N				
If write-down, permanent or temporary  If temporary write-down, description of write-up mechanism  N/A  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  No  No  No  No  No  No  No  No  Terms and conditions  Permanent  N/A  N/A  N/A  Permanent  Permanent  Permanent  Permanent  N/A  N/A  N/A  N/A  Terms and conditions - Capital instrument  Permanent  N/A  N/A  N/A  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument	31	If write-down, write-down trigger(s)	of borrower. Contractual recognition of HKMA	of borrower. Contractual recognition of HKMA
If write-down, permanent or temporary  If temporary write-down, description of write-up mechanism  N/A  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  No  No  No  No  No  No  No  No  Terms and conditions  Permanent  N/A  N/A  N/A  Permanent  Permanent  Permanent  Permanent  N/A  N/A  N/A  N/A  Terms and conditions - Capital instrument  Permanent  N/A  N/A  N/A  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument	32	If write-down, full or partial	May be written down partially	May be written down partially
If temporary write-down, description of write-up mechanism  N/A  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  No  No  No  No  No  No  Terms and conditions  N/A  N/A  N/A  Terms and conditions  N/A  N/A  N/A  N/A  Terms and conditions  N/A  N/A  N/A  Terms and conditions  N/A  N/A  N/A  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument				
Type of subordination  Contractual  Contractual  Contractual  Immediately subordinate to LAC instruments  senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)  Non-compliant transitioned features  No  No  No  No  No  Terms and conditions  Contractual  Immediately subordinate to LAC instruments  Immediately subordinate to LAC instruments  No  No  No  No  No  Terms and conditions  Contractual  Immediately subordinate to LAC instruments  No  No  No  No  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument				
Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)  Mon-compliant transitioned features  No No No No No No Terms and conditions  Immediately subordinate to LAC instruments  Immediately subordinate to LAC instruments  No No No No No Terms and conditions  Terms and conditions  Terms and conditions - Capital instrument  Terms and conditions - Capital instrument				
37 If yes, specify non-compliant features N/A N/A Terms and conditions Terms and conditions - Capital instrument Terms and conditions - Capital instrument		Position in subordination hierarchy in liquidation (specify instrument type immediately		Immediately subordinate to LAC instruments
37 If yes, specify non-compliant features N/A N/A Terms and conditions Terms and conditions - Capital instrument Terms and conditions - Capital instrument	36	Non-compliant transitioned features	No	No
Terms and conditions - Capital instrument Terms and conditions - Capital instrument				
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			•	

_	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 <sup>1</sup>	N/A
5	Post-transitional Basel III rules <sup>2</sup>	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
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	HKD 1,590m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 1,590m
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 date
17	Coupons / dividends Fixed or floating dividend/coupon	Fixed to floating
18	Coupon rate and any related index	From 18/08/2025 rate changes from fixed
10	Coupon rate and any related index	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 22	Existence of step up or other incentive to redeem	No Computation
23	Non-cumulative or cumulative	Convertible
23 24	Convertible or non-convertible	Convertible Triggers to statutory bail-in power under HK
24	If convertible, conversion trigger(s)	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
	If yes, specify non-compliant features	N/A
37		
37	Terms and conditions	Terms and conditions - Capital instrument

Sec	ction (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
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		
1	Transitional Basel III rules <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
6	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	N/A
3a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 4,503m	HKD 4,755m
)	Par value of instrument	USD 570m	USD 575m
10	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
3	Original maturity date	24 Sep 2022	26 Sep 2024
4	Issuer call subject to prior supervisory approval	Yes	Yes
5 6	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	24 Sep 2021 / Par Every interest payment date after first call date	26 Sep 2023 / Par  Every interest payment date after first call da
7	Coupons / dividends	Final to Booting	Final to floating
7 8	Fixed or floating dividend/coupon  Coupon rate and any related index	Fixed to floating From 24/09/2021 rate changes from fixed	Fixed to floating From 26/09/2023 rate changes from fixed
10	Coupon rate and any related index	2.8% to 3 month LIBOR plus 0.92%	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  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 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 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 13 <sup>3</sup>	Terms and conditions - Capital instrumen 14 <sup>3</sup>

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
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		
1	Transitional Basel III rules <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
6	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
3a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 5,455m	HKD 6,298m
)	Par value of instrument	USD 630m	USD 725m
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
13	Original maturity date	25 Sep 2027	02 Mar 2028
14 15	Issuer call subject to prior supervisory approval	Yes	Yes
6	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	25 Sep 2026 / Par Every interest payment date after first call date	02 Mar 2027 / Par Every interest payment date after first call da
7	Coupons / dividends Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
8	Coupon rate and any related index	From 25/09/2026 rate changes from fixed 3.57% to 3 month LIBOR plus 1.618%	From 02/03/2027 rate changes from fixed 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 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
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 <sup>3</sup>	Terms and conditions - Capital instrumen 16 <sup>3</sup>

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	17) Subordinated loan due 2024 (AUD 650m)	18) Subordinated loan 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
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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	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	N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 3,883m	HKD 2,091m
9	Par value of instrument	AUD 650m (USD 503m)	AUD 350m (USD 271m)
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 16	Optional call date, contingent call dates and redemption price  Subsequent call dates, if applicable	16 Feb 2023 / Par Every interest payment date after first call date	16 Feb 2023 / Par  Every interest payment date after first call date
10		Every interest payment date after first can date	Every interest payment date after first can date
7	Coupons / dividends	Floating	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 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-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
	W W W	N/A	N/A
37	If yes, specify non-compliant features	IV/A	IV/A

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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	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 14,085m	HKD 15,669m
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
	Perpetual or dated	Dated	Dated
	Original maturity date	13 Mar 2023	13 Mar 2028
	Issuer call subject to prior supervisory approval	Yes	Yes
	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
47	Coupons / dividends	Circulate floating	Fixed to fleeting
	Fixed or floating dividend/coupon  Coupon rate and any related index	Fixed to floating From 13/03/2022 rate changes from fixed	Fixed to floating From 13/03/2027 rate changes from fixed
10	Coupon rate and any related index	3.43% to 3 month LIBOR plus 1.328%	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
	Non-cumulative or cumulative	Cumulative	Cumulative
_	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
12 Pe 13 C 14 Iss 15 C 16 S 16 S 17 Iss 19 E 20 Iss 22 Iss 23 Cc 24 Iss 25 Iss 26 Iss 27 Iss 28 Iss 29 Iss 30 W 31 Iss 32 Iss 33 Iss 34 Iss 35 Pc 36 Nc 37 If	Terms and conditions	Terms and conditions - Capital instrument 19 <sup>3</sup>	Terms and conditions - Capital instrument 20 <sup>3</sup>
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Sec	tion (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
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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
3a	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 8,176m	HKD 16,810m
9	Par value of instrument	USD 1,000m	USD 2,000m
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	22 Nov 2017	18 May 2018
12	Perpetual or dated	Dated	Dated
13	Original maturity date	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	Every interest payment date after first call da
	Coupons / dividends		<b>-</b>
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 22/11/2022 rate changes from fixed 3.305% to 3 month LIBOR plus 1.237%	Fixed to floating 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	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
31	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		<b>21</b> <sup>3</sup>	<b>22</b> <sup>3</sup>

Sed	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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
3a	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 27,729m	HKD 6,048m
9	Par value of instrument	USD 3,000m	JPY 79,300m (USD 769m)
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	Original maturity date	19 Jun 2029	12 Sep 2024
14	Issuer call subject to prior supervisory approval	Yes	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	Every interest payment date after first call da
	Coupons / dividends		
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 19/06/2028 rate changes from fixed 4.5328% to 3 month LIBOR plus 1.539%	Fixed to floating 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	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
28 29	If convertible, specify issuer of instrument it converts into	power under FIRO To be determined subject to statutory bail-in power under FIRO	power under FIRO To be determined subject to statutory bail-in power under FIRO
29 30	If convertible, specify issuer of instrument it converts into  Write-down feature	power under FIRO To be determined subject to statutory bail-in power under FIRO Yes	power under FIRO To be determined subject to statutory bail-in power under FIRO Yes
29 30	If convertible, specify issuer of instrument it converts into	power under FIRO To be determined subject to statutory bail-in power under FIRO	power under FIRO To be determined subject to statutory bail-in power under FIRO
29 30 31	If convertible, specify issuer of instrument it converts into  Write-down feature	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	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
29 30 31 32 33	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	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	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
32 33 34	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	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	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
32 33 34	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	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	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
332 333 34 34a	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	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	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
32 33 34 34 35	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)	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	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
330 331 333 334 334 335	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	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	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
	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)	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	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	etion (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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
ŝ	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	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 1,001m	HKD 5,144m
9	Par value of instrument	JPY 13,100m (USD 127m)	JPY 67,600m (USD 656m)
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	Optional call date, contingent call dates and redemption price	12 Sep 2025 / Par	12 Sep 2027 / 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	5. 1. 6. 3	5
17 18	Fixed or floating dividend/coupon Coupon rate and any related index	Fixed to floating From 12/09/2025 rate changes from fixed 0.6854% to 3 month JPY LIBOR plus 0.5391%	Fixed to floating 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
31	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		25 <sup>3</sup>	<b>26</b> <sup>3</sup>

Sec	tion (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
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 <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	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
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 18,394m	HKD 21,245m
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 or floating dividend/coupon	Fixed	Fixed
18	Coupon rate and any related index	4.2125%	4.0530%
10	Colonia de dividad da const	Na	Ma
19 20	Existence of a dividend stopper	No	No Mandatani
21	Fully discretionary, partially discretionary or mandatory  Existence of step up or other incentive to redeem	Mandatory No	Mandatory 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
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 27 <sup>3</sup>	Terms and conditions - Capital instrumen 28 <sup>3</sup>

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	29) Subordinated loan due 2022 (USD 2,500m)
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 <sup>1</sup>	N/A
5	Post-transitional Basel III rules <sup>2</sup>	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)	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	HKD 19,780m
9	Par value of instrument	USD 2,500m
10	Accounting classification	Liability – amortised cost
11	Original date of issuance	05 Jan 2018
12	Perpetual or dated	Dated
13	Original maturity date	05 Jan 2022
14 15	Issuer call subject to prior supervisory approval	Yes
16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	N/A N/A
	Coupons / dividends	
17	Fixed or floating dividend/coupon	Fixed
18	Coupon rate and any related index	3.2600%
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
20		power under FIRO
29	If convertible, specify issuer of instrument it converts into	power under FIRO To be determined subject to statutory bail-in power under FIRO
29 30	Write-down feature	power under FIRO To be determined subject to statutory bail-in power under FIRO Yes
29 30		power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability
29 30 31	Write-down feature	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
29 30 31	Write-down feature  If write-down, write-down trigger(s)	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 32 33	Write-down feature  If write-down, write-down trigger(s)  If write-down, full or partial	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 34	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	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
30 31 32 33 34 34a	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	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
29 30 31 32 33 34 34a 35	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	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
29 30 31 32 33 34 34a 35 36 37	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)	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

## 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

# The Hongkong and Shanghai Banking Corporation Limited

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