



HSBC Holdings plc

*(a company incorporated with limited liability in England with registered number 617987)
as Issuer*

USD 50,000,000,000

**PROGRAMME FOR ISSUANCE OF PERPETUAL SUBORDINATED CONTINGENT
CONVERTIBLE SECURITIES**

On 2 September 2014, HSBC Holdings plc ("**HSBC Holdings**" or the "**Issuer**") established a Programme (the "**Programme**") for the issuance by the Issuer of Perpetual Subordinated Contingent Convertible Securities ("**Securities**"), which is described in this document. This document (and all documents incorporated by reference herein) (the "**Offering Memorandum**") has been prepared for the purpose of providing disclosure information with regard to the Securities to be admitted to the Official List of the Irish Stock Exchange and trading on its Global Exchange Market. The Irish Stock Exchange's Global Exchange Market is not a regulated market for the purposes of the Markets in Financial Instruments Directive (2004/39/EC) ("**MiFID**"). **This Offering Memorandum constitutes listing particulars for the purposes of listing on the Irish Stock Exchange's Official List and trading on its Global Exchange Market.** Application has been made for this Offering Memorandum to be approved by the Irish Stock Exchange and the Securities to be admitted to the Irish Stock Exchange's Official List and to trading on its Global Exchange Market. **Investors should note that securities to be admitted to the Irish Stock Exchange's Official List and trading on its Global Exchange Market will, because of their nature, normally be bought and traded by a limited number of investors who are particularly knowledgeable in investment matters.**

The Securities (or a beneficial interest therein) are not intended to be sold and should not be sold to "retail clients" in the European Economic Area (the "EEA"), as defined in the rules set out in the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015, as amended or replaced from time to time (the "PI Rules"), other than in circumstances that do not and will not give rise to a contravention of those rules by any person. Prospective investors are referred to the section headed "Important Notices" of this Offering Memorandum for further information.

This Offering Memorandum does not constitute (i) a prospectus for the purposes of Part VI of the Financial Services and Markets Act 2000 (as amended) or (ii) a base prospectus for the purposes of Directive 2003/71/EC (as amended) (the "Prospectus Directive"). This Offering Memorandum has been prepared solely with regard to the Securities that are (i) not to be admitted to listing or trading on any regulated market for the purposes of MiFID and (ii) not to be offered to the public in a Member State (other than pursuant to one or more of the exemptions set out in Article 3.2 of the Prospectus Directive). This Offering Memorandum has not been approved or reviewed by any regulator which is a competent authority under the Prospectus Directive.

In relation to any Securities, this Offering Memorandum must be read as a whole and together also with the pricing supplement (the "**Pricing Supplement**") relating to such Securities. Any Securities issued under the Programme on or after the date of this Offering Memorandum are issued subject to the provisions described herein.

This Offering Memorandum will be valid until 12 months from the date hereof.

Securities issued under the Programme shall be issued with a denomination of at least EUR 100,000 (or its equivalent in any other currency as of the date of issue of such Securities) or such higher amount as may be required pursuant to any relevant rules, laws or regulations, or any requirements of any relevant governmental authority or body in any relevant jurisdiction, which may be applicable in respect of the Securities from time to time.

AN INVESTMENT IN THE SECURITIES INVOLVES CERTAIN RISKS. SEE PAGE 1 FOR RISK FACTORS.

Securities issued under the Programme may or may not be rated. Any credit ratings assigned to an issue of Securities will be specified in the Pricing Supplement relating to such Securities.

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or any state securities laws and, unless so registered, may not be offered or sold within the United States or to, or for the account or the benefit of, U.S. persons, as defined in Regulation S under the Securities Act, except pursuant to an exemption from or in a transaction not subject to the registration requirements of the Securities Act and in compliance with any applicable state securities laws. The Securities may include Securities in bearer form that are subject to U.S. tax law requirements.

Programme Arranger and Dealer

HSBC

20 September 2016

IMPORTANT NOTICES

HSBC Holdings accepts responsibility for the information contained in this document and the relevant Pricing Supplement for each Tranche of Securities issued under the Programme. To the best of the knowledge of HSBC Holdings, which has taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

The dealer named under "Subscription and Sale" below (the "**Dealer(s)**", which expression shall include any additional dealers appointed under the Programme from time to time) and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include any successor to The Law Debenture Trust Corporation p.l.c. as trustee under the trust deed dated 2 September 2014 between HSBC Holdings and the Trustee (such Trust Deed as last modified and restated on 20 September 2016 and as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**")) have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers or the Trustee as to the accuracy or completeness of this Offering Memorandum or any document incorporated by reference herein or any further information supplied in connection with any Securities. The Dealers and the Trustee accept no liability in relation to this Offering Memorandum or its distribution or with regard to any other information supplied by or on behalf of HSBC Holdings.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Offering Memorandum and, if given or made, such information or representation must not be relied upon as having been authorised by HSBC Holdings, the Trustee or any of the Dealers.

This Offering Memorandum should not be considered as a recommendation by HSBC Holdings, the Trustee or any of the Dealers that any recipient of this Offering Memorandum should purchase any of the Securities. Each investor contemplating purchasing Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of HSBC Holdings. No part of this Offering Memorandum constitutes an offer or invitation by or on behalf of HSBC Holdings, the Trustee or the Dealers or any of them to any person to subscribe for or to purchase any of the Securities.

Neither the delivery of this Offering Memorandum or any Pricing Supplement nor the offering, sale or delivery of any Securities shall, in any circumstances, create any implication that there has been no change in the affairs of HSBC Holdings since the date hereof, or that the information contained in this Offering Memorandum is correct at any time subsequent to the date hereof or that any other written information delivered in connection herewith or therewith is correct as of any time subsequent to the date indicated in such document. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of HSBC Holdings or its subsidiary undertakings during the life of the Programme.

The distribution of this Offering Memorandum and the offer or sale of the Securities may be restricted by law in certain jurisdictions. Persons into whose possession this Offering Memorandum or any Securities come must inform themselves about, and observe, any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Securities and on the distribution of this Offering Memorandum, see "Subscription and Sale" below.

The contents of this Offering Memorandum have not been reviewed by any regulatory authority in Hong Kong. Investors are advised to exercise caution, and if necessary obtain independent professional advice, in relation to any purchase of Securities under the Programme.

In this Offering Memorandum and in relation to any Securities, references to the "**relevant Dealers**" are to whichever of the Dealers enters into an agreement for the issue of such Securities as described in "Subscription and Sale" below and references to the "**relevant Pricing Supplement**" are to the Pricing Supplement relating to such Securities.

In this Offering Memorandum, characters in the Chinese language in the "Risk Factors" section below are direct and accurate translations of their English equivalents. In the event of any discrepancy, the Chinese language version shall prevail.

All references in this Offering Memorandum to "**£**", "**pounds**", "**Pounds Sterling**" and "**Sterling**" are to the lawful currency of the United Kingdom, all references to "**\$**", "**dollars**", "**U.S.\$**", "**USD**" and "**U.S. Dollars**" are to the lawful currency of the United States of America and all references to "**€**", "**euro**" and "**EUR**", are to the lawful currency of the member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty establishing the European Community, as amended and all references to "**CNY**" and "**Renminbi**" are to the lawful currency of the People's Republic of China (the "**PRC**" or "**China**"), excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan.

In connection with the issue of any Tranche of Securities, the Dealer or Dealers (if any) which the Dealers have agreed is/are the Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) may

over-allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Securities is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Securities and 60 days after the date of the allotment of the relevant Tranche of Securities. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with the applicable laws and rules.

The Securities are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Securities to retail investors.

In particular, in June 2015, the United Kingdom Financial Conduct Authority (the "FCA") published the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015, which took effect from 1 October 2015 (the "PI").

Under the rules set out in the PI (as amended or replaced from time to time, the "PI Rules"), (i) certain contingent write-down or convertible securities (including any beneficial interests therein), such as the Securities, must not be sold to retail clients in the EEA and (ii) there must not be any communication or approval of an invitation or inducement to participate in, acquire or underwrite such securities (or the beneficial interest in such securities) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case, within the meaning of the PI Rules), other than in accordance with the limited exemptions set out in the PI Rules.

The Dealers are required to comply with the PI Rules. By purchasing, or making or accepting an offer to purchase, any Securities (or a beneficial interest in such Securities) from the Issuer and/or the Dealers, each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Dealers that:

- (i) it is not a retail client in the EEA (as defined in the PI Rules);*
- (ii) whether or not it is subject to the PI Rules, it will not (A) sell or offer the Securities (or any beneficial interests therein) to retail clients in the EEA or (B) communicate (including the distribution of the Offering Memorandum or approve an invitation or inducement to participate in, acquire or underwrite the Securities (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case within the meaning of the PI Rules), in any such case, other than (1) in relation to any sale of or offer to sell Securities (or any beneficial interests therein) to a retail client in or resident in the United Kingdom, in circumstances that do not and will not give rise to a contravention of the PI Rules by any person and/or (2) in relation to any sale of or offer to sell Securities (or such beneficial interests therein) to a retail client in any EEA member state other than the United Kingdom, where (a) it has conducted an assessment and concluded that the relevant retail client understands the risks of an investment in the Securities (or such beneficial interests therein) and is able to bear the potential losses involved in an investment in the Securities (or any beneficial interests therein) and (b) it has at all times acted in relation to such sale or offer in compliance with MiFID to the extent it applies to it or, to the extent MiFID does not apply to it, in a manner which would be in compliance with MiFID if it were to apply to it; and*
- (iii) it will at all times comply with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA) relating to the promotion, offering, distribution and/or sale of the Securities (or any beneficial interests therein), including (without limitation) any such laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the Securities (or any beneficial interests therein) by investors in any relevant jurisdiction.*

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Securities (or any beneficial interests therein) from the Issuer and/or the Dealers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

SECURITYHOLDER ACKNOWLEDGMENT OF POTENTIAL DISCLOSURE

EACH SECURITYHOLDER (INCLUDING EACH BENEFICIAL OWNER) ACKNOWLEDGES THAT THE STOCK EXCHANGE OF HONG KONG LIMITED (THE "HKSE") AND THE SECURITIES AND FUTURES COMMISSION OF HONG KONG (THE "SFC") MAY REQUEST THE ISSUER AND/OR THE DEALERS TO REPORT CERTAIN INFORMATION WITH RESPECT TO SUCH SECURITYHOLDER, INCLUDING, AMONG OTHER THINGS, SUCH SECURITYHOLDER'S NAME, COUNTRIES OF OPERATION AND ALLOTMENT SIZES, THAT THE ISSUER AND THE DEALERS MAY PROVIDE THE HKSE AND THE SFC WITH ANY SUCH REQUESTED INFORMATION WITH RESPECT TO SUCH SECURITYHOLDER AND THAT THE ISSUER'S MAJOR SHAREHOLDERS (INCLUDING THOSE WHO INVESTED IN THE SECURITIES) AND THEIR RESPECTIVE SHAREHOLDING POSITIONS MAY BE DISCLOSED IN THE ISSUER'S ANNUAL REPORTS AND/OR OTHER PUBLIC FILINGS TO BE MADE BY THE ISSUER IN ACCORDANCE WITH APPLICABLE STOCK EXCHANGE RULES OR REGULATORY REQUIREMENTS.

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RISK FACTORS

*Any investment in the Securities is subject to a number of risks. Prior to investing in the Securities, prospective investors should carefully consider risk factors associated with any investment in the Securities, the business of the Issuer and the industry in which it operates together with the Annual Report and Accounts of the Issuer and its subsidiary undertakings for the year ended 31 December 2015 and all other information contained in this Offering Memorandum, including, in particular, the risk factors described below and the risk factors set out in the registration document, incorporated by reference (the "**Registration Document**"). The Issuer considers such risk factors to be the principal risk factors that may affect the Issuer's ability to fulfil its obligations under the Securities and/or risk factors that are material for the purposes of assessing the market risk associated with the Securities. Words and expressions defined in the Conditions or elsewhere in this Offering Memorandum have the same meanings in this section.*

The following is not an exhaustive list or explanation of all risks which investors may face when making an investment in the Securities and should be used as guidance only. Additional risks and uncertainties relating to the Issuer or the Securities that are not currently known to the Issuer, or that the Issuer currently deems immaterial, may individually or cumulatively also have a material adverse effect on the business, prospects, results of operations and/or financial position of the Issuer and its subsidiaries, the value of the Securities and, if any such risk should occur, the price of the Securities may decline and investors could lose all or part of their investment. Investors should consider carefully whether an investment in the Securities is suitable for them in light of the information in this Offering Memorandum and their personal circumstances.

*Terms and expressions in these risk factors shall, unless otherwise defined or unless the context otherwise requires, have the same meaning and be construed in accordance with the Terms and Conditions (the "**Conditions**") of the Securities.*

Risks relating to the Issuer

The section entitled "*Risk Factors*" on pages 109a to 109l of the Annual Report of the Issuer for the year ended 31 December 2015 on Form 20-F, as incorporated by reference herein, sets out a description of the risk factors that may affect the ability of the Issuer to fulfil its obligations to investors in relation to the Securities.

Risks relating to the Securities

The Securities have no scheduled maturity and Securityholders only have a limited ability to cash in their investment in the Securities.

The Securities are perpetual securities and have no fixed maturity date or fixed redemption date. Although under certain circumstances, as described under Condition 6 (*Redemption and Purchase*), the Issuer may redeem the Securities, the Issuer is under no obligation to do so and Securityholders have no right to call for their redemption. Therefore, Securityholders have no ability to cash in their investment, except (i) if the Issuer exercises its rights to redeem the Securities in accordance with their terms and applicable laws, (ii) by selling their Securities or, following the occurrence of the Capital Adequacy Trigger and the issue and delivery of Ordinary Shares, their Ordinary Shares (if the Issuer does not elect that a Conversion Shares Offer be made or where the Ordinary Shares issued upon conversion are not all sold pursuant to the Conversion Shares Offer), (iii) through the cash component of any Conversion Shares Offer, (iv) where the Trustee institutes proceedings for the winding-up of the Issuer where the Issuer has exercised its right to redeem the Securities but fails to make payment in respect of such redemption when due, in which limited circumstances the Securityholders may receive some of any resulting liquidation proceeds following payment being made in full to all senior and more senior subordinated creditors, or (v) upon a winding-up or administration, in which limited circumstances the Securityholders may receive some of any resulting liquidation proceeds following payment being made in full to all senior and more senior subordinated creditors.

The Issuer's right to redeem is subject to any required permission of the Lead Regulator applicable to the Issuer under the prevailing Applicable Rules.

Interest payments on the Securities are discretionary and the Issuer may cancel interest payments, in whole or in part, at any time. Cancelled interest will not be due and will not accumulate or be payable at any time thereafter and investors shall have no rights to receive such interest.

Subject to Condition 2(b) (*Subordination – Conditions to Payment*) in relation to the solvency of the Issuer at and following the time of payment and Condition 5(b) (*Restrictions on Interest Payments*) in relation to certain restrictions on the making of interest payments, interest on the Securities will be due and payable only at the sole discretion of the Issuer and the Issuer will have absolute discretion at all times and for any reason to cancel any interest payment in whole or in part that would otherwise be payable on any date on which interest is payable in respect of the relevant Securities. Interest will only be due and payable on such date to the extent it is not cancelled in accordance with the terms of the Securities. If the Issuer cancels any scheduled interest payment, such interest payment will not be or become due and payable at any time thereafter and in no event will Securityholders have any right to or claim against the Issuer with respect to such interest amount or be able to accelerate the principal of the Securities as a result of such interest cancellation. Furthermore, no cancellation of interest in accordance with the Conditions will constitute a default or event of default on the part of the Issuer for any purpose under the terms of the Securities. Accordingly, there can be no assurance that a Securityholder will receive all interest payments in respect of the Securities.

Following cancellation of any interest payment in respect of any Series of Securities, the Issuer will not be in any way limited or restricted from making any distribution or equivalent payments in connection with any Parity Securities or Junior Securities, including any interest payment in respect of another Series of Securities or dividend payments on the Issuer's Ordinary Shares or preference shares. The Issuer may therefore cancel (in whole or in part) any interest payment on a Series of Securities at its discretion and may pay dividends on its Ordinary Shares or preference shares or make interest payments or distributions on other additional tier 1 securities or other Series of Securities notwithstanding such cancellation. In addition, the Issuer may without restriction use funds that could have been applied to make such cancelled payments to meet its other obligations as they become due.

In addition to the Issuer's right to cancel, in whole or in part, interest payments on any Series of Securities at any time, the Conditions also restrict the Issuer from making interest payments on the Securities if the Issuer has insufficient distributable items (based on its individual accounts and not on its consolidated accounts) and in certain other circumstances, in which case such interest shall be deemed to have been cancelled.

Subject to the extent described as permitted in the following paragraphs in respect of partial interest payments, the Issuer shall cancel an interest payment on the Securities on any date for the payment of interest (and such interest payment thus shall not be due and payable on such date) if and to the extent that on any date on which interest is payable in respect of the Securities, (A) the Issuer would have an amount of Distributable Items that is less than the sum of (i) all distributions or interest payments made or declared by the Issuer since the end of the last financial year and prior to such date on or in respect of (x) the Securities and (y) any Parity Securities and any Junior Securities and (ii) all distributions or interest payments payable by the Issuer (and not cancelled) on such date on or in respect of (x) the Securities and (y) any Parity Securities and any Junior Securities, in each case, excluding any such payments already accounted for in determining the Distributable Items; (B) the aggregate of (i) the relevant interest amount payable in respect of the Securities and (ii) the amounts of any distributions of the kind referred to in Article 141(2) of the CRD IV Directive (and any implementation thereof in the United Kingdom or, as the case may be, in any succeeding provision amending or replacing such Article or any such implementing provision) exceeds the applicable maximum distributable amount (if any) relating to the Issuer required to be calculated in accordance with Article 141 of the CRD IV Directive applicable to the Issuer as of such date; or (C) the Lead Regulator applicable to the Issuer orders the Issuer to cancel (in whole or in part) the interest otherwise payable on such date.

Although the Issuer may, in its sole discretion, elect to make a partial interest payment on the Securities on any date on which interest is payable in respect of any Series of Securities, it may only do so to the extent that such partial interest payment may be made without breaching the restrictions described in the preceding paragraph.

Any interest cancelled on any relevant date on which interest is otherwise payable in respect of any Series of Securities shall not be due and shall not accumulate or be payable at any time thereafter, and

Securityholders shall have no rights thereto or to receive any additional interest or compensation as a result of such cancellation. Furthermore, no cancellation of interest in accordance with the Conditions shall constitute a default or event of default on the part of the Issuer for any purpose under the terms of the Securities.

It is the Board of Directors' current intention that, whenever exercising its discretion to declare dividends on Ordinary Shares, or its discretion to cancel interest on the Securities or any Parity Securities, the Board of Directors will take into account the relative ranking of the Securities in the Issuer's capital structure. However, the Board of Directors may at any time depart from this policy at its sole discretion.

See also "*As a holding company, the level of Distributable Items is affected by a number of factors, and insufficient Distributable Items may restrict the Issuer's ability to make interest payments on the Securities*" and "*CRD IV introduces restrictions on distributions that will restrict the Issuer from making interest payments on the Securities in certain circumstances, in which case the Issuer will cancel such interest payments etc*".

As a holding company, the level of Distributable Items is affected by a number of factors, and insufficient Distributable Items may restrict the Issuer's ability to make interest payments on the Securities.

As a holding company, the level of the Issuer's Distributable Items is affected by a number of factors, principally its ability to receive funds, directly or indirectly, from the Issuer's operating subsidiaries in a manner which creates Distributable Items. Consequently, the Issuer's future Distributable Items, and therefore the Issuer's ability to make interest payments, are a function of the Issuer's existing Distributable Items, the Issuer's operating profits, the Issuer's distributions and the Issuer's ability to distribute or dividend profits from its operating subsidiaries up the Group structure to the Issuer. In addition, the Issuer's Distributable Items may also be adversely affected by the servicing of more senior obligations.

The ability of the Issuer's subsidiaries to pay dividends and the Issuer's ability to receive distributions from the Issuer's investments in other entities is subject to applicable local laws and other restrictions, including their respective regulatory, capital and leverage requirements, statutory reserves, financial and operating performance and applicable tax laws, and any changes thereto. These laws and restrictions could limit the payment of dividends and distributions to the Issuer by the Issuer's subsidiaries, and to the extent that the Issuer is dependent on the receipt of such dividends and distributions as opposed to other sources of income, such as interest and other payments from its subsidiaries, this could in turn restrict the Issuer's ability to fund other operations or to maintain or increase its Distributable Items. Further, the Issuer's rights to participate in assets of any subsidiary if such subsidiary is liquidated will be subject to the prior claims of such subsidiary's creditors, except to the extent that the Issuer may be a creditor with recognised claims ranking ahead of, or *pari passu* with, such prior claims against such subsidiary.

The level of the Issuer's Distributable Items may be further affected by changes to regulation or the requirements and expectations of applicable regulatory authorities. In particular, local capital or ring fencing requirements outside the United Kingdom could adversely affect the Issuer's Distributable Items in the future, such as, for example, the implementation of section 165 of the Dodd-Frank Act and potential requirements for funding intermediate holding companies in the United States.

CRD IV introduces restrictions on distributions that will restrict the Issuer from making interest payments on the Securities in certain circumstances, in which case the Issuer will cancel such interest payments. In addition, the PRA has the power under section 55M of the Financial Services and Markets Act 2000 (implementing Article 104 of the CRD IV Directive) to restrict or prohibit payments of interest by the Issuer to Securityholders.

Under CRD IV, the Group is required, on a consolidated basis, to hold a minimum amount of regulatory capital of 8 per cent. of risk weighted assets of which at least 4.5 per cent. must be CET1 Capital and at least 6 per cent. must be Tier 1 Capital (together the "**Pillar 1 requirements**"). In addition, supervisors may add extra capital requirements to cover risks they believe are not covered or insufficiently covered by the Pillar 1 requirements (the "**Pillar 2A guidance**").

CRD IV also introduces capital buffer requirements that are in addition to the Pillar 1 requirements and Pillar 2A guidance and are required to be met with common equity tier 1 capital. It introduces five new capital buffers: (i) the capital conservation buffer, (ii) the institution-specific counter-cyclical buffer, (iii) the global systemically important institutions buffer, (iv) the buffer for other systemically important institutions and (v) the systemic risk buffer. Some or all of these buffers may be applicable to the Group as determined by the PRA. The "combined buffer requirement" is, broadly, the combination of the capital conservation buffer, the institution-specific counter-cyclical buffer and the higher of (depending on the institution), the systemic risk buffer, the global systemically important institutions buffer and the other systemically important institution buffer, in each case as applicable to the institution.

Under Article 141 (*Restrictions on distributions*) of the CRD IV Directive, Member States of the EU must require that institutions that fail to meet the "combined buffer requirement" will be subject to restricted "discretionary payments" (which are defined broadly by CRD IV as payments relating to common equity tier 1, variable remuneration and payments on additional tier 1 instruments). The PRA can impose these restrictions on a consolidated basis.

The maximum amount of discretionary payments that are permitted under CRD IV when an institution fails to meet the combined buffer requirement (referred to in the CRD IV Directive as the "maximum distributable amount") is calculated by multiplying the profits of the institution made since the last distribution or other discretionary payment by a scaling factor. In the bottom quartile of the combined buffer requirement the scaling factor is 0, and all discretionary payments are prohibited. In the second quartile the scaling factor is 0.2, in the third it is 0.4 and in the top quartile it is 0.6. In the event of breach of the combined buffer requirement, the Issuer will be required to calculate its maximum distributable amount, and as a consequence it may be necessary for the Issuer to reduce discretionary payments, including potentially exercising their discretion to cancel (in whole or in part) interest payments in respect of the Securities.

The Group's capital requirements, including Pillar 2A guidance, are, by their nature, calculated by reference to a number of factors any one of which or combination of which may not be easily observable or capable of calculation by investors. Investors may not be able to predict accurately the proximity of the risk of discretionary payments on the Securities being prohibited from time to time as a result of the operation of Article 141. In this regard, the PRA published a Supervisory Statement (SS6/14) and a Policy Statement (PS3/14) in April 2014 which set out the expectations of the PRA on CRD IV capital buffers and provide some clarifications of the PRA rules. The Policy Statement (PS3/14) also contains the final rules implementing the capital buffers requirements of the CRD IV Directive, most of which (including Rule 4.3 which sets out the method of calculating the maximum distributable amount and restrictions on distributions on additional tier 1 instruments relating to maximum distributable amount) came into force on 1 May 2014. The PRA published a Policy Statement (PS17/15) on 29 July 2015 (updated 3 August 2015) setting out changes to its rules and supervisory statements and finalising its statement of policy on setting Pillar 2 capital (including a new PRA buffer), together with a Supervisory Statement (SS31/15, also updated 3 August 2015) on the Internal Capital Adequacy Assessment Process (ICAAP) and the Supervisory Review and Evaluation Process (SREP), which explains how the PRA will set a firm's PRA buffer.

The Supervisory Statement (SS31/15) states that all firms will be expected to hold the PRA buffer entirely in CET1 Capital from 1 January 2019. This requirement will be phased in, so that firms will be expected to meet their PRA buffer in increasing proportions of CET1 Capital from January 2016 to January 2019:

- At least 25% by January 2016;
- 50% by January 2017;
- 75% by January 2018; and
- 100% by January 2019.

Some firms (excluding the Issuer) have also been set a Core Capital Planning Buffer, which must be met entirely in CET1 Capital from 1 January 2016.

The PRA buffer and Core Capital Planning Buffer are in addition to the CET1 Capital used to meet CRD IV buffers.

In addition, the PRA has the power under section 55M of the Financial Services and Markets Act 2000 (implementing Article 104 of CRD IV Directive), to impose requirements on the Issuer to maintain specified levels of capital on a consolidated basis due to the supervision of HSBC Bank plc on a consolidated basis. These requirements could make it impossible for the Issuer to make interest payments on the Securities or redeem the Securities without placing HSBC Bank plc in breach of its regulatory obligations concerning the consolidated capital position of the Issuer. The risk of any such intervention by the PRA is most likely to materialise if at any time the Issuer is failing, or is expected to fail, to meet its capital requirements.

Directive 2014/59/EU (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") requires EU member states to enable their resolution authorities to set a Minimum Requirement for Eligible Liabilities ("**MREL**") for banks in their jurisdiction by 1 January 2016 at the latest. The power for the Relevant UK Resolution Authority (as defined below) to impose this requirement has been implemented in the UK through the Bank Recovery and Resolution (No.2) Order 2014 (SI 2014 no. 3348). On 3 July 2015, the EBA produced final draft Regulatory Technical Standards about how this requirement should be implemented, in which it states that the EU implementation of MREL is expected to be broadly compatible with the proposals of the Financial Stability Board ("**FSB**") on Total Loss Absorbing Capacity ("**TLAC**"). The TLAC proposal suggests that capital buffers which influence the maximum distributable amount under CRD IV are intended to be met separately from the TLAC requirements, and therefore the upper boundary of the capital conservation zone could be de facto moved to a higher level as a result of the TLAC requirement being introduced by regulators. The final draft Regulatory Technical Standards were endorsed by the European Commission on 23 May 2016. The European Parliament and the Council have a non-objection period of three months (which may be extended by a further three months) before the Regulatory Technical Standards can be published in the Official Journal and come into force.

Uncertainties exist regarding the configuration and level of MREL, and consequently, how this will affect the Board of Directors' opinion on capital requirements, the maximum distributable amount and the increase in risk that future payments on the Securities will be restricted.

Any interest cancelled on any date on which interest is otherwise payable in respect of any Series of Securities shall not be due and shall not accumulate or be payable at any time thereafter. See further under "*Interest payments on the Securities are discretionary and the Issuer may cancel interest payments, in whole or in part, at any time. Cancelled interest will not be due and will not accumulate or be payable at any time thereafter and investors shall have no rights to receive such interest.*".

The Securities may be traded with accrued interest, but under certain circumstances described above, such interest may be cancelled and not paid on the relevant Interest Payment Date.

Any Series of Securities may trade, and/or the prices for such Series of Securities may appear on the Global Exchange Market of the Irish Stock Exchange and in other trading systems, with accrued interest.

However, if a payment of interest on any date on which interest is payable is cancelled or deemed cancelled (in each case, in whole or in part) and thus is not due and payable, purchasers of such Securities will not be entitled to that interest payment (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment, the portion of such interest payment not paid) on the relevant date. This may affect a Securityholder's ability to sell Securities in the secondary market.

The Issuer's obligations under the Securities are subordinated and will be further subordinated upon conversion into Ordinary Shares.

The Issuer's obligations under the Securities will be unsecured and subordinated and will rank junior in priority of payment to the current and future claims of all of its senior and certain of its subordinated creditors. If a winding-up or administration of the Issuer in England occurs prior to the date on which a Capital Adequacy Trigger occurs, the Issuer will pay each Securityholder an amount that would have been payable if, throughout such winding-up or administration, such Securityholder had been the holder of a class of the Issuer's preference shares having an equal right to a return of assets in the winding-up or administration to, and so ranking *pari passu* with, the holders of the most senior class or classes of the

Issuer's issued preference shares (if any) and which have a preferential right to a return of assets in the winding-up or administration of the Issuer in England over, and so rank ahead of, the holders of all other classes of issued shares for the time being in the capital of the Issuer but ranking junior to the claims of Prior Ranking Creditors as more fully described in Condition 2(c) (*Winding up prior to a Capital Adequacy Trigger*). If a winding-up or administration of the Issuer in England occurs at any time on or following the date on which the Capital Adequacy Trigger occurs but the Ordinary Shares to be issued and delivered to the Settlement Shares Depository on the Conversion Date have not been so delivered, the Issuer shall pay such amount, if any, as would have been payable to a Securityholder if, throughout such winding up or administration such Securityholder were the holder of such number of Ordinary Shares as that Securityholder would have been entitled to receive on the conversion, regardless of whether Condition 2(b) (*Subordination – Conditions to Payment*) in relation to solvency had been satisfied on such date and ignoring for these purposes the Issuer's right to elect for the Settlement Shares Depository to carry out a Conversion Shares Offer.

Subject to complying with applicable regulatory requirements, the Issuer expects from time to time to incur additional indebtedness or other obligations that will constitute senior and subordinated indebtedness, and the Securities do not contain any provisions restricting the ability of the Issuer or its subsidiaries to incur senior or subordinated indebtedness. Although the Securities may pay a higher rate of interest than comparable securities which are not so subordinated, there is a real risk that an investor in the Securities will lose all or some of its investment in the Securities should the Issuer become insolvent since its assets would be available to pay amounts in respect of the Securities only after all of its senior and more senior subordinated creditors have been paid in full.

Therefore, if a winding-up or administration of the Issuer in England were to occur, any liquidator or administrator appointed in respect of the Issuer would first apply assets of the Issuer to satisfy all rights and claims of Prior Ranking Creditors. If the Issuer does not have sufficient assets to settle claims of such Prior Ranking Creditors in full, the claims of the Securityholders will not be settled and, as a result, Securityholders will lose the entire amount of their investment in the Securities. The Securities will share equally in payment with claims under Parity Securities (or, with claims in respect of Ordinary Shares, in the event of a winding-up or administration occurring in the intervening period between the Capital Adequacy Trigger and the Conversion Date) if the Issuer does not have sufficient funds to make full payments on all of them, as applicable. In such a situation, Securityholders could lose all or part of their investment in the Securities.

In addition, investors should be aware that, upon conversion of the Securities following the Capital Adequacy Trigger, Securityholders will be, effectively, further subordinated as they will be treated as, and subsequently become, holders of Ordinary Shares, even if existing subordinated indebtedness and preference shares remain outstanding. There is a risk that Securityholders will lose the entire amount of their investment, regardless of whether the Issuer has sufficient assets available to settle what would have been the claims of Securityholders or of securities subordinated to the same or greater extent as the Securities, in winding-up proceedings in England or otherwise.

The Securities do not contain events of default and the remedies available to Securityholders under the Securities are limited.

The terms of the Securities do not provide for any events of default. Securityholders may not at any time demand repayment or redemption of their Securities, although in a winding-up or administration prior to the Capital Adequacy Trigger the Securityholders will have a subordinated claim for an amount equal to the principal amount of the Securities plus any accrued interest that has not otherwise been cancelled. There is no right of acceleration in the case of non-payment of principal or interest on the Securities or of the Issuer's failure to perform any of its obligations under or in respect of the Securities.

The sole remedy in the event of any non-payment of principal under the Securities subject to certain conditions as described under Condition 11 (*Enforcement*) is that the Trustee, on behalf of the Securityholders, may, at its discretion and without further notice or, if requested in writing by the Holders of at least one-fifth of the principal amount of the Securities of the relevant Series then outstanding, institute proceedings for the winding-up of the Issuer and/or prove in any winding-up or administration in England for any payment obligations of the Issuer arising under the Securities in respect of such non-payment.

Prior to the occurrence of any winding-up or administration, the Securities will remain subject to conversion upon the Capital Adequacy Trigger and the exercise of the "write-down and conversion of capital instruments" power or the "bail-in" power (as described in "*European Resolution Regime*" below). None of these events constitutes an event of default under the Trust Deed. The Issuer is entitled to cancel any interest payment as described under Condition 5 (*Cancellation of Interest*) of the Conditions and such cancellation or deemed cancellation (in each case, in whole or in part) will not constitute an event of default. If Ordinary Shares are not issued and delivered to the Settlement Shares Depository following a Capital Adequacy Trigger, the only claim Securityholders will have will be a claim for specific performance to have such Ordinary Shares issued, or subordinated claims to participate in the liquidation proceeds of the Issuer.

The remedies under the Securities are more limited than those typically available to the Issuer's unsubordinated creditors. For further detail regarding the limited remedies of the Trustee and the Securityholders, see Condition 11 (*Enforcement*).

Securities subject to optional redemption by the Issuer

The Securities are subject to optional redemption by the Issuer in a number of circumstances, namely: (a) on the occurrence of certain changes in the tax treatment of the Securities as described in Condition 6(b) (*Redemption for Taxation Reasons*), (b) (where Condition 6(c) (*Redemption at the Option of the Issuer*) is specified as being applicable in the relevant Pricing Supplement), in the event that the Issuer gives a notice exercising its option to redeem the Securities in whole or in part, or (c) if Condition 6(e) (*Redemption upon Capital Disqualification Event*) is specified as being applicable in the relevant Pricing Supplement, in the event that there are changes in the applicable regulatory capital requirements.

If Condition 6(c) (*Redemption at the Option of the Issuer*) is specified as being applicable to any particular Tranche of Securities, the Issuer may choose to redeem the Securities at times when prevailing interest rates may be relatively low. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time. In some circumstances redemption of the Securities may result in the investor receiving redemption proceeds that are less than the par value of the Securities being redeemed, resulting in a loss of part of their investment.

An optional redemption feature in relation to any Security is likely to limit its market value. During any period when the Issuer may elect to redeem Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The Issuer's right to redeem or repurchase any Securities is subject to its obtaining, following the giving of any required notice, any required permission of the Lead Regulator applicable to the Issuer to the relevant redemption or repurchase. Under Article 78(1) of the CRD IV Regulation the Lead Regulator applicable to the Issuer is required to grant such permission where any of the following conditions is met, namely: (a) earlier than or at the same time as such redemption or repurchase the Issuer replaces the Securities being redeemed or repurchased with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or (b) the Issuer has demonstrated to the satisfaction of the Lead Regulator applicable to the Issuer that the own funds of the Issuer would, following such redemption or repurchase, exceed both (i) the requirements laid down in Article 92(1) of the CRD IV Regulation (broadly, a Common Equity Tier 1 Capital Ratio of the Group of 4.5 per cent., a Tier 1 capital ratio of 6 per cent. and a total capital ratio of 8 per cent.) and (ii) the combined buffer requirement as defined in point (6) of Article 128 of the CRD IV Directive, in each case by a margin that the Lead Regulator applicable to the Issuer may consider necessary on the basis of Article 104(3) of the CRD IV Directive.

In addition, in the case of a redemption of Securities pursuant to Condition 6(b) (*Redemption for Taxation Reasons*) or 6(e) (*Redemption upon Capital Disqualification Event*) before the fifth anniversary of their Issue Date, the Issuer must comply with the Regulatory Preconditions (as defined in Condition 20 (*Definitions*)) in accordance with Condition 6(h) (*Supervisory Consent*).

Resetable Securities

In the case of any Series of Resetable Securities, the rate of interest on such Resetable Securities will be reset by reference to the then prevailing Resetable Security Reference Rate, as adjusted for any applicable margin, on the reset dates specified in the relevant Pricing Supplement. This is more particularly described in Condition 3(b) (*Interest on Resetable Securities*). The reset of the rate of interest in accordance with such provisions may affect the secondary market for and the market value of such Resetable Securities. Following any such reset of the rate of interest applicable to the Securities, the First Reset Rate of Interest or any Subsequent Reset Rate of Interest on the relevant Resetable Securities may be lower than the Initial Rate of Interest, the First Reset Rate of Interest and/or any previous Subsequent Reset Rate of Interest.

The Securities will be subject to conversion following the occurrence of a Capital Adequacy Trigger, in which case the Securities will be converted into Ordinary Shares.

Upon conversion following a Capital Adequacy Trigger (as defined in the Conditions), the Affected Securities will be converted into Ordinary Shares on the Conversion Date; once the Ordinary Shares have been issued and delivered to the Settlement Shares Depository, all of the Issuer's obligations under the Affected Securities will be irrevocably discharged and satisfied and under no circumstances will such released obligations be reinstated. As a result, Securityholders could lose all or part of the value of their investment in the Securities, as, following conversion, they will receive only (i) the Ordinary Shares (if the Issuer does not elect that a Conversion Shares Offer be made), or (ii) the Alternative Consideration, which shall be composed of Ordinary Shares and/or cash depending on the results of the Conversion Shares Offer (if the Issuer elects that a Conversion Shares Offer be made) and the value of any Ordinary Shares received upon conversion may have a market value significantly below the principal amount of the Securities they hold. Although the market value of the Ordinary Shares received could over time increase in value, at the time the Ordinary Shares are issued, the Conversion Price may not reflect the market price of the Issuer's Ordinary Shares, which could be significantly lower than the Conversion Price. Furthermore, upon the occurrence of a Capital Adequacy Trigger, Securityholders will no longer have a debt claim in relation to principal or any other amount (other than, in the case of a winding-up of the Issuer or the appointment of an administrator, any amounts payable under Condition 2(d) (*Winding-up after a Capital Adequacy Trigger*)) and any accrued but unpaid interest on the Securities will be cancelled and will not become due and payable at any time.

Any such conversion will be irrevocable and, upon conversion, Securityholders will not be entitled to any form of compensation in the event of the Issuer's potential recovery or change in the Group's Common Equity Tier 1 Capital Ratio. In addition, on or after the occurrence of a Capital Adequacy Trigger, if the Issuer does not deliver Ordinary Shares to the Settlement Shares Depository, the only claims Securityholders will have against the Issuer will be for specific performance to have such Ordinary Shares issued and delivered to the Settlement Shares Depository and to participate in the liquidation proceeds of the Issuer as if the Ordinary Shares had been issued. Once the Ordinary Shares to be delivered on conversion have been issued and delivered to the Settlement Shares Depository, the only claims Securityholders will have will be against the Settlement Shares Depository for delivery of Ordinary Shares or Alternative Consideration, as applicable.

A Capital Adequacy Trigger will occur if at any time the Group's Common Equity Tier 1 Capital Ratio (on a consolidated basis and without applying the transitional provisions set out in Part Ten of the CRD IV Regulation in accordance with the Applicable Rules applicable to the Group as at such date) is below 7.00 per cent. This will be determined by the Issuer, the Lead Regulator applicable to the Issuer or any agent appointed for the purpose by the Lead Regulator applicable to the Issuer.

For a discussion of the risks associated with the calculation of the Group's Common Equity Tier 1 Capital Ratio see "*For the purposes of the Capital Adequacy Trigger, the Common Equity Tier 1 Capital Ratio will be calculated on a consolidated basis and without applying the transitional provisions set out in Part Ten of the CRD IV Regulation. This will result in a lower calculated Common Equity Tier 1 Capital Ratio than one which applies the transitional provisions of the CRD IV Regulation, increasing the*

potential for conversion in the short term. Changes to the calculation of CET1 Capital and/or risk weighted assets may negatively affect the Group's Common Equity Tier 1 Capital Ratio, thereby increasing the risk of a Capital Adequacy Trigger which will lead to conversion, as a result of which the Securities will automatically be converted into Ordinary Shares".

The circumstances surrounding or triggering a conversion are inherently unpredictable and may be caused by factors outside of the Issuer's control. The Issuer has no obligation to operate its businesses in such a way, or take any mitigating actions, to maintain or restore the Group's Common Equity Tier 1 Capital Ratio to avoid a Capital Adequacy Trigger and actions the Issuer takes could result in the Group's Common Equity Tier 1 Capital Ratio falling.

The occurrence of a Capital Adequacy Trigger and, therefore, conversion, is inherently unpredictable and depends on a number of factors, some of which may be outside of the Issuer's control. Although the Issuer currently publicly reports the Group's "end point" Common Equity Tier 1 Capital Ratio, i.e. on a consolidated basis and without applying the transitional provisions set out in Part Ten of the CRD IV Regulation, only as of each quarterly period end, the Lead Regulator applicable to the Issuer, as part of its supervisory activity, may instruct the Issuer to calculate such ratio as of any date, including if the Issuer is subject to recovery and resolution actions by HM Treasury, the Bank of England, the PRA or the FCA, each in its capacity as resolution authority specified for UK banks (each a "**Relevant UK Resolution Authority**"), or the Issuer might otherwise determine to calculate such ratio in its own discretion. As such, conversion could occur at any time.

A Capital Adequacy Trigger could occur at any time if the Issuer determines that end point Common Equity Tier 1 Capital Ratio of the Group is below 7.00 per cent. as of any such calculation date. Such calculation could be affected by, among other things, the growth of the Issuer's business and the Issuer's future earnings, dividend payments, regulatory changes (including changes to definitions and calculations of regulatory capital, including CET1 Capital and Risk Weighted Assets (each of which shall be calculated by the Issuer on an end point, consolidated basis), actions that the Issuer is required to take at the direction of the Lead Regulator applicable to the Issuer, and the Group's ability to manage Risk Weighted Assets in both its ongoing businesses and those which it may seek to exit. In addition, the Group has capital resources and risk weighted assets denominated in foreign currencies, and changes in foreign exchange rates will result in changes in the U.S. Dollars equivalent value of non-U.S. Dollars denominated capital resources and risk weighted assets. Actions that the Issuer takes could also affect the Group's Common Equity Tier 1 Capital Ratio, including causing it to decline. The Issuer has no obligation to increase the Group's CET1 Capital, reduce its Risk Weighted Assets or otherwise operate its business in such a way, take mitigating actions in order to prevent the Group's Common Equity Tier 1 Capital Ratio from falling below 7.00 per cent., to maintain or increase the Group's Common Equity Tier 1 Capital Ratio or otherwise to consider the interests of the Securityholders in connection with any of its business decisions that might affect the Group's Common Equity Tier 1 Capital Ratio.

The calculation of the Group's Common Equity Tier 1 Capital Ratio may also be affected by changes in applicable accounting rules, or by changes to regulatory adjustments which modify the regulatory capital impact of accounting rules. Moreover, even if changes in applicable accounting rules, or changes to regulatory adjustments which modify accounting rules, are not yet in force as of the relevant calculation date, the Lead Regulator applicable to the Issuer could require the Issuer to reflect such changes in any particular calculation of the Group's Common Equity Tier 1 Capital Ratio.

Because of the inherent uncertainty regarding whether a Capital Adequacy Trigger will occur and there being no obligation on the Issuer's part to prevent its occurrence, it will be difficult to predict when, if at all, conversion could occur. Accordingly, the trading behaviour of any Securities may not necessarily follow the trading behaviour of other types of subordinated securities, including the Issuer's other subordinated debt securities and the trading behaviour of any Affected Securities may not necessarily follow the trading behaviour of other Securities (if any) which are not Affected Securities. Fluctuations in the Common Equity Tier 1 Capital Ratio may be caused by changes in the amount of CET1 Capital and Risk Weighted Assets as well as changes to their respective definitions under the capital adequacy standards and guidelines set by the Lead Regulator applicable to the Issuer. Any indication that the Group's Common Equity Tier 1 Capital Ratio is moving towards the level which would cause the occurrence of a Capital Adequacy Trigger may have an adverse effect on the market price and liquidity of the Securities. Therefore, investors may not be able to sell their Securities (including Affected Securities) easily or at prices that will provide them with a yield comparable to other types of subordinated securities,

including the Issuer's other subordinated debt securities. In addition, the risk of conversion could drive down the price of the Ordinary Shares and have a material adverse effect on the market value of Ordinary Shares received upon conversion.

For the purposes of the Capital Adequacy Trigger, the Common Equity Tier 1 Capital Ratio will be calculated on a consolidated basis and without applying the transitional provisions set out in Part Ten of the CRD IV Regulation. This will result in a lower calculated Common Equity Tier 1 Capital Ratio than one which applies the transitional provisions set out in Part Ten of the CRD IV Regulation, increasing the potential for conversion in the short term. Changes to the calculation of the CET1 Capital and/or risk weighted assets may negatively affect the Group's Common Equity Tier 1 Capital Ratio, thereby increasing the risk of a Capital Adequacy Trigger which will lead to conversion, as a result of which the Securities will automatically be converted into Ordinary Shares.

The Basel Committee on Banking Supervision (the "**Basel Committee**") proposed a number of fundamental reforms to the regulatory capital framework for internationally active banks which are designed, in part, to ensure that capital instruments issued by such banks fully absorb losses before tax payers are exposed to loss (the "**Basel III Reforms**"). The implementation of the Basel III Reforms by relevant authorities in the EU consists of a legislative package including a fourth capital requirements Directive (the "**CRD IV Directive**") and a new Capital Requirements Regulation (the "**CRD IV Regulation**"), collectively known as "**CRD IV**". The CRD IV legislative package was published in the Official Journal of the European Union on 27 June 2013 and on 1 January 2014 the CRD IV Regulation became applicable in the United Kingdom (the "**CRD IV Implementation Date**"), subject to a series of transitional arrangements described below which are expected to be phased in over a period of time and be fully effective by 2019.

As a result of the changes under CRD IV, the Issuer is required to calculate its consolidated capital resources for regulatory purposes on the basis of "common equity tier 1 capital" instead of "core tier 1 capital" which the Issuer has historically calculated and published. The Issuer is also required to calculate its "risk weighted assets", which represent assets adjusted for their associated risks, on a different basis under CRD IV than the Issuer did prior to the CRD IV Implementation Date. Each of these definitions will be calculated in accordance with the capital adequacy standards and guidelines of the Lead Regulator applicable to the Issuer on the relevant date.

The CRD IV Regulation sets out a minimum pace of introduction of these enhanced capital requirements in Part Ten thereof (the "**Transitional Provisions**"). The Transitional Provisions are designed to implement certain CRD IV requirements in stages over a prescribed period; however, each of the EU Member States has the discretion to accelerate that minimum pace of transition in certain respects. In the United Kingdom, the PRA has confirmed that it will accelerate the introduction of certain of the enhanced capital requirements under CRD IV. In accordance with the PRA's rules and supervisory statements published on 19 December 2013, the PRA will require the Group to meet certain capital targets within certain prescribed timeframes, without having regard to any Transitional Provisions in that respect. Therefore, for the purposes of the Securities, the Issuer will calculate its CET1 Capital and Risk Weighted Assets without applying the Transitional Provisions and will instead calculate the Group's Common Equity Tier 1 Capital Ratio on an end point basis, which is a more stringent basis than under the CRD IV regime and will lead to the Common Equity Tier 1 Capital Ratio as defined for purposes of the Securities being lower than it would be were the Group to calculate the Common Equity Tier 1 Ratio applying the Transitional Provisions to its calculation of common equity tier 1 capital and risk weighted assets.

As of 31 December 2015, the Group's Common Equity Tier 1 Capital Ratio, giving full effect to CRD IV on a consolidated basis and without applying the Transitional Provisions, based on the Issuer's interpretation of the current rules and assuming such rules were applied as of such date, was estimated to be 11.9 per cent. The Group's end point Common Equity Tier 1 Capital Ratio is a non-IFRS measure, and the Issuer's interpretation of CRD IV and the basis of the Issuer's calculation of this financial measure may be different from those of other financial institutions. The Issuer's estimates are also based on a number of assumptions. For further information, see the section entitled '*Capital Overview*' in the Issuer's Interim Report 2016, which is incorporated by reference herein.

The actual impact of CRD IV on capital ratios may be materially different as the CRD IV requirements adopted in the United Kingdom may change, whether as a result of further changes to CRD IV agreed by EU legislators, binding regulatory technical standards adopted or to be developed by the European

Banking Authority (the "EBA") or changes to the way in which the PRA interprets and applies these requirements to UK banks (including as regards individual model approvals granted under CRD II and III). The PRA's supervisory statements SS 3/13 (released on 29 November 2013) and PS 7/13 (released on 19 December 2013) set out the PRA's expectations in relation to capital and leverage ratios (in the case of SS 3/13) and the quality of capital (in the case of PS 7/13). The PRA stated in SS3/13 that it would review the leverage ratio after changes to the Capital Requirements Regulation definition and the Financial Policy Committee of the Bank of England ("FPC") leverage ratio review. The FPC completed its leverage ratio review in October 2014 and on 1 July 2015 directed the PRA to require firms in scope (including the Issuer) to meet a minimum leverage ratio requirement and consider whether they hold an amount of CET1 Capital that is greater than or equal to their countercyclical leverage ratio buffer and G-SII additional leverage buffer. The PRA published a consultation paper (CP24/15) on 10 July 2015 setting out its proposed approach to implementing the leverage ratio, and on 7 December 2015 published a policy statement (PS27/15) providing feedback to responses to CP24/15 and setting out the changes made to the rules and supervisory statements proposed in CP24/15. These rules update the existing expectation in relation to the leverage ratio as set out in SS3/13. The PRA's policy statement PS 7/13 sets out, among other things, changes to the PRA rules in order to implement certain aspects of CRD IV in the UK, contrary to previous indications from the PRA, stated that UK banks will be able to meet any future Pillar 2A requirements with a blend of regulatory capital, including CET1 Capital, in addition to the minimum capital requirements under CRD IV. PS27/15 does not propose changing this position. Nonetheless, if the PRA rules, guidance or expectations in relation to capital or leverage were to be amended in the future in a manner other than as set out in the statements, and depending on the content of final binding regulatory technical standards developed by the EBA, it could be materially more difficult for the Group to maintain compliance with prudential requirements. In particular, the FPC is due to review the UK leverage ratio framework in 2017, and further changes may result from this review. Any such changes, either individually and/or in aggregate, may lead to further unexpected enhanced requirements in relation to the Group's capital and may result in a need for further management actions to meet the changed requirements, such as: increasing capital, reducing leverage and risk weighted assets, modifying legal entity structure (including with regard to issuance and deployment of capital and funding for the Group) and changing the Group's business mix or exiting other businesses and/or undertaking other actions to strengthen the Group's capital position.

Investors should be aware that the CRD IV rules and their implementation in the United Kingdom subsequent to the date hereof may individually and/or in the aggregate further negatively affect the Group's Common Equity Tier 1 Capital Ratio and thus increase the risk of a Capital Adequacy Trigger, which will lead to conversion.

Further, the value of the Securities is expected to be affected by changes in the Group's Common Equity Tier 1 Capital Ratio. Any indication that the Group's Common Equity Tier 1 Capital Ratio is moving towards the level of a Capital Adequacy Trigger may have an adverse effect on the value of the Securities. Moreover, the Issuer currently only publicly reports the Group's Common Equity Tier 1 Capital Ratio quarterly as of the last day of each financial quarter of the Issuer and therefore there may be no prior warning of adverse changes in the Group's Common Equity Tier 1 Capital Ratio. Any unexpected change in the Group's Common Equity Tier 1 Capital Ratio that the Issuer reports or anticipates in its financial statements or otherwise, or that is anticipated by the market, may lead to an immediate and significant decrease in the value of the Securities.

Securityholders may receive Alternative Consideration instead of Ordinary Shares upon a Capital Adequacy Trigger and would not know the composition of any Alternative Consideration until the end of the Conversion Shares Offer Period.

Securityholders may not ultimately receive Ordinary Shares upon a Capital Adequacy Trigger because the Issuer may elect, in its sole and absolute discretion, that a Conversion Shares Offer be conducted by the Settlement Shares Depository.

If all of the Ordinary Shares are sold in the Conversion Shares Offer, Securityholders will be entitled to receive, in respect of each Affected Security and as determined by the Issuer, the *pro rata* share of the cash proceeds from the sale of the Ordinary Shares attributable to such Affected Security, converted, if necessary, into the Specified Currency at the Prevailing Rate as of the day which is three Settlement Shares Depository Business days prior to the relevant Settlement Date (less an amount equal to the *pro rata* share of any foreign exchange transaction costs and an amount equal to the *pro rata* share of certain

taxes that may arise as a result of the Conversion Shares Offer). If some but not all of the Ordinary Shares are sold in the Conversion Shares Offer, Securityholders will be entitled to receive, in respect of each Affected Security, (a) the *pro rata* share of the cash proceeds from the sale of the Ordinary Shares attributable to such Affected Security converted, if necessary, into the Settlement Currency at the Prevailing Rate as of the day which is three Settlement Shares Depository Business days prior to the relevant Settlement Date (less an amount equal to the *pro rata* share of any foreign exchange transaction costs and an amount equal to the *pro rata* share of certain taxes that may arise as a result of the Conversion Shares Offer) together with (b) the *pro rata* share of the Ordinary Shares not sold pursuant to the Conversion Shares Offer attributable to such Affected Security rounded down to the nearest whole number of Ordinary Shares.

No interest or other compensation is payable in respect of the period from the Conversion Date to the date of delivery of the Ordinary Shares or the cash proceeds from the sale of the Ordinary Shares in the circumstances described above. Furthermore, neither the occurrence of a Capital Adequacy Trigger nor, following the occurrence of a Capital Adequacy Trigger, the election (if any) by the Issuer to undertake a Conversion Shares Offer, will preclude the Issuer from undertaking a rights issue or other equity issue at any time on such terms as the Issuer deems appropriate, at the Issuer's sole discretion, including, for the avoidance of doubt, the offer of Ordinary Shares at or below the Conversion Shares Offer Price.

Notice of the results of any Conversion Shares Offer will be provided to Securityholders only at the end of the Conversion Shares Offer Period. Accordingly, Securityholders would not know the composition of the Alternative Consideration to which they may be entitled until the end of the Conversion Shares Offer Period.

As the Conversion Price is fixed at the time of issue of the Securities, Securityholders will bear the risk of fluctuation in the value of Ordinary Shares and/or the currency in which Ordinary Shares trade and other relevant exchange rates (if any).

Upon the occurrence of a Capital Adequacy Trigger, the Securities will automatically be converted into Ordinary Shares on the Conversion Date. Because a Capital Adequacy Trigger will occur when the Group's Common Equity Tier 1 Capital Ratio will have deteriorated, a Capital Adequacy Trigger will likely be accompanied by a prior deterioration in the market price of the Issuer's Ordinary Shares, which may be expected to continue after the occurrence of the Capital Adequacy Trigger. Therefore, if a Capital Adequacy Trigger were to occur, investors would receive Ordinary Shares at a time when the market price of the Issuer's Ordinary Shares was diminished. In addition, there may be a delay in a Securityholder receiving its Ordinary Shares following a Capital Adequacy Trigger, during which time the market price of the Issuer's Ordinary Shares may further decline. As a result, the realisable value of the Ordinary Shares may be below the Conversion Price.

The Conversion Price in relation to any Series of Securities will be fixed as of or before the Issue Date relating to the Securities. The Conversion Price so fixed is subject to limited anti-dilution adjustments, as described under Condition 10(i) (*Adjustments to Conversion Price*). Although the market value of the Ordinary Shares Securityholders receive could over time increase, at the time the Ordinary Shares are issued, the Conversion Price may not reflect the market price of the Issuer's Ordinary Shares, which could be significantly lower than the Conversion Price.

In addition, as the Issuer's Ordinary Shares trade primarily in Sterling as well as in Hong Kong Dollars, the market price of any Securities which are denominated in a currency other than Sterling (or any other currency in which the Ordinary Shares may trade) may also be affected by fluctuations in the exchange rate between the currency in which such Security is denominated and Sterling (or such currency). Upon conversion, the Securities will convert into Ordinary Shares at the Conversion Price. Fluctuations in the exchange rate between the two currencies could therefore affect the realisable value of the Ordinary Shares to be issued for such Securities following a Capital Adequacy Trigger (and the cash component of any Alternative Consideration).

Furthermore, there may be a delay in a Securityholder receiving its Ordinary Shares following a Capital Adequacy Trigger (in particular if the Issuer elects that the Settlement Shares Depository make a Conversion Shares Offer, as the Conversion Shares Offer Period may last up to 40 London Business Days after the delivery of the Conversion Shares Offer Election Notice), during which time the market price of

the Ordinary Shares or the exchange rate of the currency in which the Ordinary Shares are trading against the currency in which the relevant Securities are denominated may further decline.

No interest or other compensation is payable in respect of the Securities in the event of loss due to foreign currency conversions.

Securityholders have limited anti-dilution protection.

The number of Ordinary Shares to be issued to the Settlement Shares Depository on the Conversion Date will be determined by dividing the aggregate principal amount of the Affected Securities outstanding immediately prior to conversion on the Conversion Date by the Conversion Price in respect of such Affected Securities prevailing on the Conversion Date in relation to such Affected Securities. Fractions of Ordinary Shares will not be delivered to the Settlement Shares Depository or to Securityholders upon a conversion and no cash payment will be made in lieu thereof.

The Conversion Price will be adjusted upon the occurrence of the following events, to the extent such events are specified as being applicable in respect of the Affected Securities in the relevant Pricing Supplement: (i) a consolidation, reclassification, redesignation or subdivision of the Ordinary Shares, (ii) an issuance of Ordinary Shares in certain circumstances by way of capitalisation of profits or reserves, (iii) an Extraordinary Dividend or (iv) an issue of Ordinary Shares to shareholders as a class by way of rights, in each case only in the situations and to the extent provided in Condition 10(i) (*Adjustments to Conversion Price*) and the relevant Pricing Supplement. These may include any modifications as an Independent Adviser (as defined in Condition 20 (*Definitions*)) shall determine to be appropriate, including for certain situations falling between the Conversion Date and the Settlement Date. Any New Conversion Price applied in respect of any Series of Securities following a Qualifying Relevant Event will be similarly adjusted, subject to any modifications by the Independent Adviser. There is no requirement that there should be an adjustment for every corporate or other event that may affect the value of the Ordinary Shares. Accordingly, events in respect of which no adjustment to the Conversion Price is made may adversely affect the value of the Additional Tier 1 Securities.

If a Relevant Event occurs, the Securities may be convertible into shares in an entity other than the Issuer.

If a Qualifying Relevant Event occurs, then following conversion, the Securities will become convertible into the share capital of the Acquiror (as more fully described under Condition 10(d) (*Occurrence of a Relevant Event*)) at the New Conversion Price. There can be no assurance as to the nature of any such Acquiror, or of the risks associated with becoming an actual or potential shareholder in such Acquiror and accordingly a Qualifying Relevant Event may have an adverse effect on the value of the Securities.

In addition, the Issuer and the Acquiror have certain discretions in determining whether a Qualifying Relevant Event has occurred. A Qualifying Relevant Event requires the New Conversion Condition to be satisfied. For the New Conversion Condition to be satisfied, the Issuer and the Acquiror must, not later than seven days following the occurrence of a Relevant Event, enter into arrangements to the satisfaction of the Issuer for delivery of the Relevant Shares upon a conversion of the Securities. If the Issuer and the Acquiror are unable to enter into such arrangements within this timeframe, the New Conversion Condition would not be satisfied.

If the Ordinary Shares become delisted following a Non-Qualifying Relevant Event or otherwise, the Securities will, upon conversion following a Capital Adequacy Trigger, be convertible into unlisted Ordinary Shares. Unlisted shares may be more illiquid than listed shares, and therefore may have little or no resale value. In addition, where a Non-Qualifying Relevant Event occurs because the Acquiror is not an Approved Entity (for example, because it is a governmental entity), the Securities will not be convertible into, or exchangeable for, any securities or other instruments of such Acquiror or any other person or entity other than the Issuer. Accordingly, a Non-Qualifying Relevant Event is likely to have an adverse effect on the value of the Securities.

Following conversion, the Securities will remain in existence until the applicable Settlement Date or Long-Stop Date for the sole purpose of evidencing the holder's right to receive Ordinary Shares or Alternative Consideration, as applicable, from the Settlement Shares Depository and the rights of the Securityholders will be limited accordingly.

Following conversion, the Affected Securities will remain in existence until the applicable Settlement Date or Long-Stop Date for the sole purpose of evidencing the holder's right to receive Ordinary Shares or Alternative Consideration, as applicable. All obligations of the Issuer under the Affected Securities will be irrevocably released in consideration of the Issuer's issuance and delivery of the Ordinary Shares to the Settlement Shares Depository on the Conversion Date, and under no circumstances will such released obligations be reinstated. The Affected Securities will be cancelled on the applicable Settlement Date or Long-Stop Date.

Following the occurrence of a Capital Adequacy Trigger the Affected Securities may have only limited transferability. There may also be a delay in Securityholders being able to transfer any Ordinary Shares to be delivered to them following conversion. Furthermore, transfers of Registered Securities, whether in definitive or global form, and of beneficial interests in Bearer Securities which are in global form, will not be registered after the Suspension Date.

The Securities may also cease to be admitted to trading on the Global Exchange Market of the Irish Stock Exchange or any other stock exchange on which the Securities are then listed or admitted to trading following the giving of a Capital Adequacy Trigger Notice.

Moreover, although the Securityholders will become beneficial owners of the Ordinary Shares upon the issuance of such Ordinary Shares to the Settlement Shares Depository and the Ordinary Shares will be registered in the name of the Settlement Shares Depository (or the relevant recipient in accordance with the terms of the Securities), no Securityholder will be able to sell or otherwise transfer any Ordinary Shares until such time as they are finally delivered to such Securityholder and registered in their name.

Securityholders will have to submit a Conversion Notice in order to receive delivery of the Ordinary Shares or Alternative Consideration.

In order to obtain delivery of the Ordinary Shares or Alternative Consideration, as applicable, following conversion, Holders of Affected Securities must deliver a Conversion Notice (and the relevant Securities, if applicable) to the Settlement Shares Depository. The Conversion Notice must contain certain information, including relevant account details of the Securityholder. Accordingly, Securityholders (or their nominee, custodian or other representative) will have to have appropriate accounts (including with CREST) in order to receive the Ordinary Shares or the Alternative Consideration, as applicable. If a Securityholder fails properly to complete and deliver a Conversion Notice on or before the Notice Cut-off Date, the Settlement Shares Depository will continue to hold the relevant Ordinary Shares or the Alternative Consideration, as the case may be, until a Conversion Notice (and the relevant Securities, if applicable) is or are so validly delivered. However, the relevant Securities will be cancelled on the Long-Stop Date and any Securityholder delivering a Conversion Notice after the Notice Cut-off Date will have to provide evidence of its entitlement to the relevant Ordinary Shares or Alternative Consideration, as applicable, satisfactory to the Settlement Shares Depository in its sole and absolute discretion in order to receive delivery of such Ordinary Shares or Alternative Consideration. The Issuer will have no liability to any Securityholder for any loss resulting from such Securityholder not receiving any Ordinary Shares or the relevant Alternative Consideration, as applicable, or from any delay in the receipt thereof, in each case as a result of such Securityholder failing to submit a valid Conversion Notice on a timely basis or at all. Moreover, the Settlement Shares Depository will determine, in its absolute discretion, whether a Conversion Notice has been properly completed and delivered, and such determination will be conclusive and binding on the relevant Securityholder. If the relevant Securityholder fails to properly complete and deliver a Conversion Notice (and, if the Securities are held in definitive form, the relevant Affected Securities), the Settlement Shares Depository will be entitled to treat such Conversion Notice as null and void.

Prior to the Conversion Date, Securityholders will not be entitled to any rights with respect to the Ordinary Shares, but will be subject to all changes made with respect to the Ordinary Shares.

The exercise of voting rights and rights related thereto with respect to any Ordinary Shares is only possible after delivery of the Ordinary Shares following the Conversion Date and the registration of the person entitled to the Ordinary Shares in the Issuer's share register as a shareholder with voting rights in accordance with the provisions of, and subject to the limitations provided in, the articles of association of the Issuer.

As a result of Securityholders receiving Ordinary Shares upon the Capital Adequacy Trigger, they are particularly exposed to changes in the market price of the Ordinary Shares.

Many investors in convertible or exchangeable securities seek to hedge their exposure in the underlying equity securities at the time of acquisition of the convertible or exchangeable securities, often through short selling of the underlying equity securities or through similar transactions. Prospective investors in the Securities may look to sell Ordinary Shares in anticipation of taking a position in, or during the term of, the Securities. This could drive down the price of the Ordinary Shares. Since the Securities will mandatorily convert into a variable number of Ordinary Shares upon the Capital Adequacy Trigger, the price of the Ordinary Shares may be more volatile if the Issuer is trending toward the Capital Adequacy Trigger.

Receipt by the Settlement Shares Depositary of the Ordinary Shares will irrevocably discharge and satisfy the Issuer's obligations in respect of the Securities.

Following a Capital Adequacy Trigger, the relevant Ordinary Shares will be issued and delivered by the Issuer to the Settlement Shares Depositary, which, subject to a Conversion Shares Offer, will hold the Ordinary Shares on behalf of the Securityholders. Receipt by the Settlement Shares Depositary of the Ordinary Shares will irrevocably discharge and satisfy the Issuer's obligations in respect of the Securities and a Securityholder will, with effect on and from the Conversion Date, only have recourse to the Settlement Shares Depositary for the delivery to it of the relevant Ordinary Shares or, if the Issuer elects that a Conversion Shares Offer be made as described in Condition 10(f) (*Conversion Shares Offer*), of any Alternative Consideration to which such Securityholder is entitled as described herein. The Issuer will not have any liability for the performance of the obligations of the Settlement Shares Depositary.

In addition, the Issuer has not yet appointed a Settlement Shares Depositary, may not have appointed a Settlement Shares Depositary in respect of any Series of Security as of the Issue Date of such Series of Securities and the Issuer may not be able to appoint a Settlement Shares Depositary if conversion occurs. In such a scenario, the Issuer would inform Securityholders via Euroclear, Clearstream, Luxembourg or the Trustee or otherwise, as practicable, of any alternative arrangements in connection with the issuance and/or delivery of the Ordinary Shares or Alternative Consideration, as applicable, and such arrangements may be disadvantageous to, and more restrictive on, the Securityholders. For example, such arrangements may involve Securityholders having to wait longer to receive their Ordinary Shares or Alternative Consideration than would be the case under the arrangements expected to be entered into with a Settlement Shares Depositary. Under these circumstances, the Issuer's issuance of the Ordinary Shares to the relevant recipient in accordance with these alternative arrangements shall constitute a complete and irrevocable release of all of the Issuer's obligations in respect of the Securities.

Securityholders may be subject to disclosure obligations and/or may need approval by the Lead Regulator applicable to the Issuer.

As the Securities are mandatorily convertible into Ordinary Shares following a Capital Adequacy Trigger, an investment in the Securities may result in Securityholders, following such conversion, having to comply with certain disclosure and/or approval requirements pursuant to laws and regulations applicable in the United Kingdom. For example, pursuant to Chapter 5 of the Disclosure Rules and Transparency Rules Sourcebook of the FCA Handbook, the Issuer (and the Financial Conduct Authority (the "FCA")) must be notified by a person when the percentage of voting rights in the Issuer controlled by that person (together with its concert parties), by virtue of direct or indirect holdings of shares aggregated with direct or indirect holdings of certain financial instruments, reaches or crosses 3 per cent. and every percentage point thereafter.

Furthermore, as the Ordinary Shares are of a parent undertaking of a number of regulated Group entities, under the laws of the United Kingdom and other jurisdictions, ownership of an interest in the Ordinary Shares to be delivered following conversion above a certain level may require the Securityholder to obtain regulatory approval or subject the Securityholder to additional regulation.

Non-compliance with such disclosure and/or approval requirements may lead to the incurrence by Securityholders of substantial fines, public censure and/or suspension of voting rights associated with the Ordinary Shares. Each potential investor should consult its legal advisers as to the terms of the Securities and the level of holding it would have if it receives Ordinary Shares following a Capital Adequacy Trigger.

A Securityholder may be subject to taxes following conversion.

Neither the Issuer, nor any member of the Group will pay any taxes or capital, stamp, issue and registration or transfer taxes or duties arising upon conversion or that may arise or be paid as a consequence of the issue and delivery of Ordinary Shares to the Settlement Shares Depositary. A Securityholder must pay any taxes and capital, stamp, issue and registration and transfer taxes or duties arising upon conversion (other than on the transfer and delivery of any Ordinary Shares to a purchaser in any Conversion Shares Offer which in each case shall be payable by the relevant purchaser of the Ordinary Shares) and such Securityholder must pay all, if any, such taxes or duties arising by reference to any disposal or deemed disposal of such Securityholder's Security or interest therein.

Applicable Bank Resolution Powers

The BRRD provides an EU-wide framework for the recovery and resolution of credit institutions and their parent companies and other group companies. The BRRD is designed to provide relevant authorities with a set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system. In the United Kingdom the Banking Act 2009 (the "**Banking Act**") implements the provisions of the BRRD.

Statutory Intervention Powers

HSBC Holdings, as the parent company of a UK bank, is subject to the Banking Act which gives wide powers in respect of UK banks and their parent and other group companies to the Relevant UK Resolution Authority in circumstances where a UK bank has encountered or is likely to encounter financial difficulties. These powers include powers to: (a) transfer all or some of the securities issued by a UK bank or its parent, or all or some of the property, rights and liabilities of a UK bank or its parent (which would include Securities issued by the Issuer under the Programme), to a commercial purchaser or, in the case of securities, to HM Treasury or an HM Treasury nominee, or, in the case of property, rights or liabilities, to an entity owned by the Bank of England; (b) override any default provisions, contracts, or other agreements, including provisions that would otherwise allow a party to terminate a contract or accelerate the payment of an obligation; (c) commence certain insolvency procedures in relation to a UK bank; and (d) override, vary or impose contractual obligations, for reasonable consideration, between a UK bank or its parent and its group undertakings (including undertakings which have ceased to be members of the group), in order to enable any transferee or successor bank of the UK bank to operate effectively. The Banking Act also gives power to HM Treasury to make further amendments to the law for the purpose of enabling it to use the special resolution regime powers effectively, potentially with retrospective effect.

Power to reduce Securityholders' claims

The powers granted to the Relevant UK Resolution Authority also include powers to vary or extinguish the claims of certain creditors. These powers include a "write-down and conversion of capital instruments" power and a "bail-in" power.

The write-down and conversion of capital instruments power may be used where the Relevant UK Resolution Authority has determined that the institution concerned has reached the point of non-viability, but that no bail-in of instruments other than capital instruments is required (however the use of the write-down power does not preclude a subsequent use of the bail-in power) or where the conditions to resolution are met. Any write-down effected using this power must reflect the insolvency priority of the

written-down claims – thus common equity must be written off in full before subordinated debt is affected. Where the write-down and conversion of capital instruments power is used, the write-down is permanent and investors receive no compensation (save that common equity tier 1 instruments may be required to be issued to holders of written-down instruments). The write-down and conversion of capital instruments power is not subject to the "no creditor worse off" safeguard.

The bail-in power gives the Relevant UK Resolution Authority the power to cancel all or a portion of the principal amount of, or interest on, certain unsecured liabilities (which could include the Securities) of a failing financial institution or its holding company, to convert certain debt claims (which could be amounts payable under the Securities) into another security, including ordinary shares of the surviving entity, if any and/or to amend or alter the terms of such claims, including the maturity of the Securities or amendment of the amount of interest payable on the Securities, or the date on which interest becomes payable, including by suspending payment for a temporary period. The Banking Act requires the Relevant UK Resolution Authority to apply the bail-in power in accordance with a specified preference order which differs from the ordinary insolvency order. In particular, the Relevant UK Resolution Authority must write-down or convert debts in the following order: (i) additional tier 1, (ii) tier 2, (iii) other subordinated claims and (iv) eligible senior claims. As a result, subordinated Securities which qualify as capital instruments may be fully or partially written down or converted even where other subordinated debt that does not qualify as capital is not affected. This could effectively subordinate such Securities to the Issuer's other subordinated indebtedness that is not additional tier 1 or tier 2 capital. The claims of some creditors whose claims would rank equally with those of the Securityholders may be excluded from bail-in. The more of such creditors there are, the greater will be the impact of bail-in on the Securityholders.

Although the exercise of bail-in power under the Banking Act is subject to certain pre-conditions, there remains uncertainty regarding the specific factors (including, but not limited to, factors outside the control of the Issuer or not directly related to the Issuer) which the Relevant UK Resolution Authority would consider in deciding whether to exercise such power with respect to the Issuer and its securities (including the Securities). Moreover, as the Relevant UK Resolution Authority may have considerable discretion in relation to how and when it may exercise such power, holders of the Issuer's securities may not be able to refer to publicly available criteria in order to anticipate a potential exercise of such power and consequently its potential effect on the Issuer and its securities.

Powers to direct restructuring of the Group

As well as a write-down and conversion of capital instruments power and a bail-in power, the powers of the Relevant UK Resolution Authority under the Banking Act include the power to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a "bridge institution" (an entity created for such purpose that is wholly or partially in public control) and (iii) separate assets by transferring impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only). In addition, the Banking Act gives the Relevant UK Resolution Authority power to amend the maturity date and/or any interest payment date of debt instruments or other eligible liabilities of the relevant financial institution and/or impose a temporary suspension of payments and/or discontinuing the listing and admission to trading of debt instruments.

The exercise by the Relevant UK Resolution Authority of any of the above powers under the Banking Act may limit the Issuer's capacity to meet its repayment obligation under the Securities and the exercise of any of such powers (including especially the write-down and conversion of capital instruments power and the bail-in power) could lead to the holders of the Securities losing some or all of their investment.

Moreover, trading behaviour in relation to the securities of the Issuer (including the Securities), including market prices and volatility, may be affected by the use of, or any suggestion of the use of, these powers and accordingly, in such circumstances, the Securities are not necessarily expected to follow the trading behaviour associated with other types of securities. There can be no assurance that the taking of any actions under the Banking Act by the Relevant UK Resolution Authority or the manner in which its powers under the Banking Act are exercised will not materially adversely affect the rights of holders of

the Securities, the market value of an investment in the Securities and/or the Issuer's ability to satisfy its obligations under the Securities.

Although the BRRD also makes provision for public financial support to be provided to an institution in resolution subject to certain condition, it provides that the financial public support should only be used as a last resort after the Relevant UK Resolution Authority has assessed and exploited, to the maximum extent practicable, all the resolution tools, including the bail-in power. Accordingly, it is unlikely that investors in the Securities will benefit from such support even if it were provided.

In certain circumstances a portion of payments made on or with respect to Securities may be subject to U.S. reporting obligations which, if not satisfied, may require U.S. tax to be withheld.

In certain circumstances payments made on or with respect to the Securities after 31 December 2018 may be subject to U.S. withholding tax under Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (commonly referred to as "FATCA").

Whilst the Securities are in global form and held within Euroclear Bank S.A./N.V. or Clearstream Banking, *société anonyme* (together, the "ICSDs"), in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the ICSDs. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax advisers to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Securities are discharged once it has made payment to, or to the order of, the common depository for the ICSDs (as bearer or registered holder (as applicable) of the Securities) and the Issuer therefore has no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries.

The United States has entered into an intergovernmental agreement regarding the implementation of FATCA with the United Kingdom (the "IGA"). Under the IGA, as currently drafted, the Issuer does not expect non-U.S. source payments made on or with respect to the Securities to be subject to withholding under FATCA. However, significant aspects of when and how FATCA will apply remain unclear, and no assurance can be given that withholding under FATCA will not become relevant with respect to payments made on or with respect to the Securities in the future.

Limitation on gross-up obligation under the Securities

The Issuer's obligation to pay additional amounts in respect of any withholding or deduction in respect of United Kingdom taxes under the terms of the Securities applies only to payments of interest in respect of the Securities and not to payments of principal. Accordingly, the Issuer would not be required to pay any additional amounts under the terms of the Securities to the extent any such withholding or deduction applied to payments of principal. In such circumstances, holders of the Securities may receive less than the full amount of principal due in respect of the Securities, and the market value of the Securities may be adversely affected.

There is no active trading market for the Securities.

Any Series of Securities issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (even where, in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Securities which is already issued). If the Securities are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer and existing liquidity arrangements (if any) might not protect Securityholders from having to sell the Securities at substantial

discount to their principal amount in case of financial distress of the Issuer. Although application has been made for Securities issued under the Programme to be admitted to the Official List of the Irish Stock Exchange and to trading on its Global Exchange Market, there is no assurance that such application will be accepted, that any particular Tranche of Securities will be so admitted, that an active trading market will develop or that any listing or admission to trading will be maintained. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Securities. If a market does develop, it may not be very liquid and such liquidity may be sensitive to changes in financial markets.

It is not possible to predict whether any trading market for the Securities will develop or, if it does, the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. If any Securities are not listed or traded on any exchange, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. Also, to the extent that Securities are redeemed or purchased and cancelled, the number of Securities outstanding will decrease, resulting in a lessening of the liquidity of the Securities. A lessening of the liquidity of the Securities may cause, in turn, an increase in the volatility associated with the price of the Securities. To the extent that there is no liquid market in the Securities, an investor may have to wait until the redemption of such Securities in order to realise the value of their investment and, as such, an investor should proceed on the assumption that he may have to bear the economic risk of an investment in the Securities until the date, if any on which the Securities are redeemed.

The Issuer and any person directly or indirectly connected with the Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or otherwise. Such Securities may be held, reissued or, at the option of the Issuer, cancelled.

Securities with multiple Denominations

Where the Securities of a Series issued under the Programme are specified as having a denomination consisting of a minimum specified denomination plus a higher integral multiple of another smaller amount, it is possible that such Securities may be traded in the clearing systems in amounts in excess of the minimum specified denomination that are not integral multiples of the minimum specified denomination. In such a case, should definitive Securities be required to be issued, Securityholders who, as result of trading such amounts, hold a principal amount that is less than the minimum specified denomination may not receive a definitive Security in respect of such holding and would need to purchase a principal amount of Securities such that their holding amounts to, or is in excess of, the minimum specified denomination.

Because the Securities in global form and the Global Registered Securities (each as defined below) may be held by or on behalf of Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream, Luxembourg") investors will have to rely on their procedures for transfer, payment and communication with the Issuer.

Securities issued under the Programme may be represented by one or more temporary global securities (each, a "**Temporary Global Security**"), permanent global securities (each, a "**Permanent Global Security**" and, together with a Temporary Global Security, the "**Global Bearer Securities**") or interests in an unrestricted global registered security (a "**Global Registered Security**"). Global Bearer Securities and Global Registered Securities may (i) in the case of Global Bearer Securities, be deposited with a common depository for Euroclear and Clearstream, Luxembourg, and (ii) in the case of Global Registered Securities, be deposited with and registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Bearer Security or Global Registered Security, investors will not be entitled to receive definitive Securities. Euroclear and Clearstream, Luxembourg will maintain records of the interests in the Global Bearer Securities or, as the case may be, Global Registered Securities. While the Securities are represented by one or more Global Bearer Securities, or as the case may be, Global Registered Securities, investors will be able to trade their interests only through Euroclear or Clearstream, Luxembourg, as the case may be.

While Securities are represented by one or more Global Bearer Securities or, as the case may be, Global Registered Securities, the Issuer will discharge its payment obligations under such Securities by making payments to the common depository for Euroclear and Clearstream, Luxembourg. A holder of an interest in a Global Bearer Security or Global Registered Security must rely on the procedures of Euroclear or

Clearstream, Luxembourg, as the case may be, to receive payments under the relevant Securities. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, interests in the Global Bearer Securities or Global Registered Securities.

Holders of interests in the Securities in global form or Global Registered Securities will not have a direct right to vote in respect of the relevant Securities. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear or Clearstream, Luxembourg to appoint appropriate proxies.

Credit ratings may not reflect all risks; effect of reductions in credit ratings.

One or more independent credit rating agencies may assign credit ratings to the Issuer and to any Series of Securities. Such credit ratings may not reflect the potential impact of all risks related to structure, market, risk factors discussed herein or other factors that may affect the value of the Securities. Accordingly, an investor may suffer losses if the credit rating assigned to any Securities does not reflect the true credit risks relating to such Securities. A credit rating is not a recommendation to buy, sell or hold Securities and may be revised or withdrawn by the relevant rating agency at any time.

The value of any Securities may be affected, in part, by investors' general appraisal of the Issuer's creditworthiness. Such perceptions are generally influenced by credit ratings. Real or expected downgrades, suspensions or withdrawals of, or changes in the methodology used to determine, credit ratings accorded to any securities of the Issuer, including the Securities, or to the Issuer's debt securities generally, by any credit rating agency, could result in a reduction of the trading value of the Securities.

The Securities may be assigned a credit rating below investment grade in the future, in which case the Securities will be subject to the risks associated with non-investment grade securities.

Rating agencies may adopt methodology changes that may result in their assigning to the Securities credit ratings which are below investment grade. If the Securities are not considered to be investment grade securities, they will be subject to a higher risk of price volatility than higher-rated securities. Furthermore, increases in leverage or deteriorating outlooks for the Issuer or volatile markets could lead to a significant deterioration in market prices of below-investment grade rated securities.

Modification, waiver and substitution

The Conditions of the Securities contain provisions for calling meetings of Securityholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Securityholders including Securityholders who did not attend and vote at the relevant meeting and Securityholders who voted in a manner contrary to the majority.

The Securities permit the substitution of an affiliate of the Issuer as principal debtor in respect of the Securities, subject to a guarantee of the Issuer.

Change of law

The Conditions of the Securities are based on English law in effect as at the date of this Offering Memorandum. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Offering Memorandum, including as a result of the UK electorate's vote to leave the European Union ("EU") in the referendum held on 23 June 2016. Although an exit from the EU should not in of itself affect the validity of the Banking Act, it is possible that changes to law affecting Securityholders' rights could take place.

Structural subordination

The Securities are obligations exclusively of the Issuer and are not guaranteed by any other person, including any of its subsidiaries. The Issuer is a non-operating holding company and, as such, its principal source of income is from operating subsidiaries which hold the principal assets of the Issuer and its subsidiary undertakings (the "**Group**"). As a separate legal entity, the Issuer relies on, among other things, remittance of its subsidiaries' loan interest payments and dividends in order to be able to meet its obligations to Securityholders as they fall due. The ability of the Issuer's subsidiaries and affiliates to pay dividends could be restricted by changes in regulation, contractual restrictions, exchange controls and other requirements.

In addition, as a holder of ordinary shares in its subsidiaries, the Issuer's right to participate in the assets of any subsidiary if such subsidiary is liquidated will be subject to the prior claims of such subsidiary's creditors and preference shareholders, except where the Issuer is a creditor with claims that are recognised to be ranked ahead of or *pari passu* with such claims of the subsidiary's creditors and/or preference shareholders against such subsidiary.

The Issuer has absolute discretion as to how it makes its investments in or advances funds to its subsidiaries, including the proceeds of issuances of debt securities such as the Securities, and as to how it may restructure existing investments and funding in the future. The ranking of the Issuer's claims in respect of such investments and funding in the event of the liquidation of a subsidiary, and their treatment in resolution, will depend in part on their form and structure and the types of claim that they give rise to. The purposes of such investments and funding, and any such restructuring, may include, among other things, the provision of different amounts or types of capital or funding to particular subsidiaries, including for the purposes of meeting regulatory requirements, such as the implementation of the European Banking Authority's (the "**EBA**") minimum requirement for own funds and eligible liabilities ("**MREL**") in respect of such subsidiaries, which may require funding to be made on a subordinated basis.

In addition, the terms of some loans or investments made by the Issuer in capital instruments issued by its subsidiaries may contain contractual mechanisms that, upon the occurrence of a trigger related to the prudential or financial condition of such subsidiary, would result in a write-down of the claim or a change in the ranking and type of claim that the Issuer has against such subsidiary. Such loans to and investments in the Issuer's subsidiaries may also be subject to the exercise of the statutory write-down and conversion of capital instruments power or the bail-in power – see "Applicable Bank Resolution Powers" above. Any changes in the legal or regulatory form and/or ranking of a loan or investment could also affect its treatment in resolution.

For the reasons described above, if any subsidiary of the Issuer were to be wound up, liquidated or dissolved (i) the Securityholders would have no right to proceed against the assets of such subsidiary and (ii) the liquidator of such subsidiary would first apply the assets of such subsidiary to settle the claims of such subsidiary's creditors and/or preference shareholders (including holders of such subsidiary's senior debt and tier 2 and additional tier 1 capital instruments, all of which may include the Issuer) before the Issuer would be entitled to receive any distributions in respect of such subsidiary's ordinary shares.

Risks relating to Renminbi-denominated Securities

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Renminbi-denominated Securities.

Renminbi is not freely convertible at present. The government of the PRC (the "**PRC Government**") continues to regulate conversion between Renminbi and foreign currencies, including the Hong Kong dollar. However, there has been significant reduction in control by the PRC Government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi by foreign investors into the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although starting from 1 October 2016, the Renminbi will be added to the Special Drawing Rights basket created by the International Monetary Fund, there is no assurance that the PRC Government will continue to liberalise control over cross-border remittance of Renminbi in the future, that the pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Securities denominated in Renminbi.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of Renminbi-denominated Securities and the Issuer's ability to source Renminbi outside the PRC to service Renminbi-denominated Securities.

As a result of the restrictions imposed by the PRC Government on cross border Renminbi fund flows, the availability of Renminbi outside the PRC is limited.

While the People's Bank of China (the "**PBoC**") has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the "**Renminbi Clearing Banks**"), including but not limited to Hong Kong and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Arrangements**"), the current size of Renminbi-denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBoC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from PBoC. The Renminbi Clearing Bank only have access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future so as to have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of Renminbi-denominated Securities. To the extent the Issuer is required to source Renminbi outside the PRC to service Renminbi-denominated Securities, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. If Renminbi is not available in certain circumstances as described in the terms and conditions applicable to Renminbi denominated Securities, the Issuer can make payments in U.S. dollars as set out in the Conditions.

Investment in Renminbi-denominated Securities is subject to exchange rate risks.

The value of Renminbi against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. In August 2015, the PBoC implemented changes to the way it calculates the midpoint against the U.S. Dollar to take into account market-maker quotes before announcing the daily midpoint. This change, among others that may be implemented, may increase the volatility in the value of the Renminbi against other currencies. The Issuer will make all payments of interest and principal with respect to Renminbi-denominated Securities in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another currency, the value in that currency of the investment made by a holder of Renminbi-denominated Securities will decline.

Investment in Renminbi-denominated Securities is subject to currency risk.

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on Renminbi-denominated Securities as a result of Inconvertibility, Non transferability or Illiquidity (each, as defined in the Conditions), the Issuer shall be entitled, on giving not less than five or more than 30 calendar days' irrevocable notice to the investors prior to the due date for payment, to settle any such payment in U.S. Dollars on the due date at the U.S. Dollar Equivalent (as defined in the Conditions) of any such interest or principal, as the case may be.

Investment in Renminbi-denominated Securities is subject to interest rate risks.

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC laws and regulations and prevailing market conditions.

Renminbi-denominated Securities may carry a fixed interest rate ("**Fixed Rate Securities**") or have a resettable interest rate ("**Resettable Securities**"). Consequently, the trading price of Renminbi-denominated Securities which are Fixed Rate Securities or Resettable Securities will vary with the fluctuations in the Renminbi interest rates. If holders of such Renminbi-denominated Securities propose to sell their Renminbi-denominated Securities before their maturity, they may receive an offer lower than the amount they have invested.

Payments with respect to Renminbi-denominated Securities may be made only in the manner designated in Renminbi-denominated Securities.

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong. All Renminbi payments to investors in respect of Renminbi-denominated Securities will be made solely (i) for so long as Renminbi-denominated Securities are represented by global securities or global registered securities held with the common depository or common safekeeper, as the case may be, for Euroclear and Clearstream, Luxembourg, or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong, or (ii) for so long as Renminbi-denominated Securities are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. Other than described in the Conditions, the Issuer cannot be required to make payment by any other means (including in any other currency or in bank instruments, by cheque or draft or by transfer to a bank account in the PRC).

Gains on the transfer of Renminbi-denominated Securities may become subject to income taxes under PRC tax laws.

Under the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules as amended from time to time, any gain realised on the transfer of Renminbi-denominated Securities by non PRC resident enterprise or individual Holders may be subject to PRC enterprise income tax ("**EIT**") or PRC individual income tax ("**IIT**") if such gain is regarded as income derived from sources within the PRC. While the PRC Enterprise Income Tax Law levies EIT at the rate of 20 per cent. of the gains derived by such non-PRC resident enterprise Securityholders from the transfer of the Securities, its implementation rules have reduced the enterprise income tax rate to 10 per cent. In accordance with the PRC Individual Income Tax Law and its implementation rules (as amended from time to time), any gain realised by a non-PRC resident individual Securityholder from the transfer of the Securities may be regarded as being sourced from the PRC and thus be subject to IIT at a rate of 20 per cent. of the gains derived by such non-PRC resident individual Securityholder from the transfer of the Securities. However, uncertainty remains as to whether the gain realised from the transfer of Renminbi-denominated Securities by a non-PRC resident enterprise or individual Holders would be treated as income derived from sources within the PRC and subject to EIT or IIT. This will depend on how the PRC tax authorities interpret, apply or enforce the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementing rules. According to the arrangement between the PRC and Hong Kong, for the avoidance of double taxation, holders of Securities who are residents of Hong Kong including enterprise holders and individual holders, will not be subject to EIT or IIT on any capital gains derived from a sale or exchange of Renminbi-denominated Securities.

Therefore, if non PRC resident enterprise or individual resident Holders are required to pay PRC income tax on gains derived from the transfer of Renminbi-denominated Securities (such EIT is currently levied at the rate of 10 per cent. of gains realised and such IIT is currently levied at the rate of 20 per cent. of gains realised (with deduction of reasonable expenses), unless there is an applicable tax treaty between PRC and the jurisdiction in which such non PRC resident enterprise or individual resident holders of Renminbi-denominated Securities reside that reduces or exempts the relevant EIT or IIT (however, qualified holders may not enjoy the treaty benefit automatically but through a successful application with

the PRC tax authorities)), the value of their investment in Renminbi-denominated Securities may be materially and adversely affected.

Remittance of proceeds into or out of the PRC in Renminbi

In the event that the Issuer decides to remit some or all of the proceeds into the PRC in Renminbi, its ability to do so will be subject to obtaining all necessary approvals from, and/or registration or filing with, the relevant PRC government authorities. However, there is no assurance that the necessary approvals from, and/or registration or filing with, the relevant PRC government authorities will be obtained at all or, if obtained, they will not be revoked or amended in the future.

There is no assurance that the PRC Government will continue to gradually liberalise the control over cross border Renminbi remittances in the future, that the pilot scheme introduced will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. In the event that the Issuer does remit some or all of the proceeds into the PRC in Renminbi and the Issuer subsequently is not able to repatriate funds out of the PRC in Renminbi, it will need to source Renminbi outside the PRC to finance its obligations under Renminbi-denominated Securities, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

Current Account Items

Under PRC foreign exchange control regulations, current account items refer to any transaction for international receipts and payments involving goods, services, earnings and other frequent transfers.

Prior to July 2009, all current account items were required to be settled in foreign currencies with limited exceptions. Following progressive reforms, Renminbi settlement of imports and exports of goods and of services and other current account items became permissible nationwide in 2012, except that the key enterprises on a Supervision List determined by the PBoC and five other relevant authorities would be subject to enhanced scrutiny when banks process current account cross-border repatriations.

On 5 July 2013, the PBoC promulgated the Circular on Policies related to Simplifying and Improving Cross-border Renminbi Business Procedures (關於簡化跨境人民幣業務流程和完善有關政策的通知) (the "**2013 PBoC Circular**") which simplified the procedures for cross-border Renminbi trade settlement under current account items. On 1 November 2014, PBoC introduced a cash pooling arrangement for qualified multinational enterprise group companies, under which a multinational enterprise group can process cross-border Renminbi payments and receipts for current account items on a collective basis for the eligible member companies in the group. On 5 September 2015, PBoC promulgated the Circular on Further Facilitating the Cross-Border Bi-directional Renminbi Cash Pooling Business by Multinational Enterprise Groups (關於進一步便利跨國企業集團開展跨境雙向人民幣資金池業務的通知) (the "**2015 PBoC Circular**"), which, among others, have lowered the eligibility requirements for multinational enterprise groups and increased the cap for net cash inflow. The 2015 PBoC Circular also provides that enterprises in the China (Shanghai) Free Trade Pilot Zone ("**Shanghai FTZ**") may establish an additional cash pool in the local scheme in the Shanghai FTZ, but each onshore company within the group may only elect to participate in one cash pool.

The regulations referred to above are subject to interpretation and application by the relevant PRC authorities. Local authorities may adopt different practices in applying these regulations and impose conditions for settlement of current account items.

Capital Account Items

Under PRC foreign exchange control regulations, capital account items include cross-border transfers of capital, direct investments, securities investments, derivative products and loans. Capital account payments are generally subject to approval of, and/or registration or filing with, the relevant PRC authorities.

Until recently, settlement of capital account items, for example, the capital contribution of foreign investors to foreign invested enterprises in the PRC, were generally required to be made in foreign currencies. Under progressive reforms by PBoC, the Ministry of Commerce of the PRC ("**MOFCOM**") and the State Administration of Foreign Exchange of the PRC ("**SAFE**"), foreign investors are now

permitted to make capital contribution, share transfer, profit allocation and liquidation and certain other transactions in Renminbi for their foreign direct investment within the PRC. Cross-border Renminbi payment infrastructure and trading facilities are being improved. Approval, registration and filing requirements for capital account payments in Renminbi are being removed gradually. In addition, the Circular on Reforming Foreign Exchange Capital Settlement for Foreign Invested Enterprises (關於改革外商投資企業外匯資本金結匯管理方式的通知) which became effective on 1 June 2015 allows foreign-invested enterprises to settle 100 per cent. (subject to future adjustment at discretion of SAFE) of the foreign currency capital (which has been processed through the SAFE's equity interest confirmation procedure for capital contribution in cash or registered by a bank on the SAFE's system for account-crediting for such capital contribution) into Renminbi according to their actual operational needs. A negative list with respect to the usage of the capital and the Renminbi proceeds through the aforementioned settlement procedure is set forth under the Circular. In particular, a foreign invested enterprise with investment as its main business is permitted to use such Renminbi proceeds to make equity contribution to its invested enterprises directly, without further fillings with SAFE.

PRC entities are also permitted to borrow Renminbi-denominated loans from foreign lenders (which are referred to as "foreign debt") and lend Renminbi-denominated loans to foreign borrowers (which are referred to as "outbound loans"), as long as such PRC entities have the necessary quota, approval or registration. PRC entities may also denominate security or guarantee arrangements in denominated and make payments thereunder to parties in the PRC as well as other jurisdictions (which is referred to as "cross-border security"). Under current rules promulgated by SAFE, foreign debts borrowed, outbound loans extended, and the cross-border security provided by a PRC onshore entity (including a financial institution) in Renminbi shall, in principle, be regulated under the current PRC foreign debt, outbound loan and cross-border security regimes applicable to foreign currencies. However, there remain potential inconsistencies between the provisions of the SAFE rules and the provisions of the 2013 PBoC Circular. It is not clear how regulators will deal with such inconsistencies in practice.

According to the 2015 PBoC Circular, qualified multinational enterprise groups can extend Renminbi-denominated loans to, or borrow Renminbi-denominated loans from, eligible offshore member entities within the same group by leveraging the cash pooling arrangements. The Renminbi funds will be placed in a special deposit account and may not be used to invest in stocks, financial derivatives, or non-self-use real estate assets, or purchase wealth management products or extend loans to enterprises outside the group. Enterprises within the Shanghai FTZ may establish another cash pool under the Shanghai FTZ rules to extend inter-company loans, although Renminbi funds obtained from financing activities may not be pooled under this arrangement.

Enterprises within the Shanghai FTZ can borrow Renminbi from offshore lenders under a pilot account-based settlement scheme within the prescribed macro prudential management limit. In addition, non-financial enterprises in the Shanghai FTZ are allowed to settle the foreign debt proceeds into Renminbi on a voluntary basis, provided that the proceeds should not be used beyond their business scope or in violation of relevant laws and regulations.

Pilot schemes relating to cross-border Renminbi loans, bonds, or equity investments have also been launched for, among others, enterprises in Shenzhen Qianhai, Jiangsu Kunshan, Jiangsu Suzhou Industrial Park.

Recent reforms introduced were aimed at controlling the remittance of Renminbi for payment of transactions categorised as capital account items. There is no assurance that the PRC Government will continue to gradually liberalise the control over Renminbi payments of capital account item transactions in the future. The relevant regulations are relatively new and will be subject to interpretation and application by the relevant PRC authorities. Further, if any new PRC regulations are promulgated in the future which have the effect of permitting or restricting (as the case may be) the remittance of Renminbi for payment of transactions categorised as capital account items, then such remittances will need to be made subject to the specific requirements or restrictions set out in such rules.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated by reference in, and to form part of, this Offering Memorandum:

- the Registration Document of HSBC Holdings dated 4 March 2016 submitted to and filed with the Irish Stock Exchange;
- the 2014 Annual Report and Accounts of the Issuer and its subsidiary undertakings for the year ended 31 December 2014 submitted to and filed with the Irish Stock Exchange;
- the 2015 Annual Report and Accounts of the Issuer and its subsidiary undertakings for the year ended 31 December 2015 submitted to and filed with the Irish Stock Exchange;
- the unaudited consolidated interim report of the Issuer and its subsidiary undertakings for the six months ended 30 June 2016 (the "**Interim Report 2016**"), except for the section entitled "*Strategic Actions – Progress against strategic actions*" on page 11 of the Interim Report 2016;
- the Form 20-F of the Issuer for the fiscal year ended 31 December 2015 dated 25 February 2016 filed with the U.S. Securities and Exchange Commission (as set out at: <https://www.sec.gov/Archives/edgar/data/1089113/000119312516478487/d117963d20f.htm>) (the "**Form 20-F**"); and
- the Form 6-K of the Issuer dated 3 August 2016 filed with the U.S. Securities and Exchange Commission (as set out at <https://www.sec.gov/Archives/edgar/data/1089113/000165495416001130/a0596g.htm>) (the "**Form 6-K**").

The Issuer will, at its registered office and at the specified offices of the Paying Agents, make available for inspection during normal business hours and free of charge, upon oral or written request, a copy of this Offering Memorandum and any document incorporated by reference in this Offering Memorandum. Written or oral requests for inspection of such documents should be directed to the specified office of any Paying Agent. Additionally, this Offering Memorandum and all the documents incorporated by reference herein will be available for viewing at www.hsbc.com (please follow links to 'Investor relations', 'Fixed income securities', 'Issuance programmes' for this Offering Memorandum and the Registration Document and 'Investor relations' and 'Financial and regulatory reports' for the remaining documents). For the avoidance of doubt, any websites referred to in this Offering Memorandum or any information appearing on such websites and pages do not form part of this Offering Memorandum.

Any information incorporated by reference in the above documents does not form part of this Offering Memorandum and to the extent that only certain parts of the above documents are specified to be incorporated by reference hereunder, the non-incorporated parts of such documents are either not relevant for investors or covered elsewhere in this Offering Memorandum.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Offering Memorandum which is capable of affecting the assessment of any Securities, prepare a supplement to this Offering Memorandum or publish a new Offering Memorandum for use in connection with any subsequent issue of Securities.

FORMS OF SECURITIES; SUMMARY OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

Securities may, subject to all applicable legal and/or regulatory requirements, be issued in Tranches or Series comprising either Securities in bearer form ("**Bearer Securities**") or Securities in registered form ("**Registered Securities**"), as specified in the relevant Pricing Supplement. All Bearer Securities will be issued in classic global note form.

Registered Securities

Each Tranche of Registered Securities may be represented by a Global Registered Security without interest coupons and registered in the name of a nominee for the common depository for Euroclear and/or Clearstream, Luxembourg and the Global Registered Security will be deposited on or about the closing date for the relevant Tranche (the "**Closing Date**") with the common depository. Interests in any Global Registered Security will be exchangeable (in circumstances described below under "*Exchange and Transfer of Global Registered Securities for Definitive Registered Securities*") for definitive registered securities ("**Definitive Registered Securities**") in the relevant form scheduled to the Trust Deed.

Owner of Global Registered Securities and Payments

In the case of Global Registered Securities, each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Registered Security (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the holder of such Global Registered Security and in relation to all other rights arising under the Global Registered Securities. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Registered Security will be determined by the respective rules and procedures of Euroclear and/or Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Securities are represented by Global Registered Securities, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Securities.

The records of the relevant clearing systems which reflect the amount of Securityholders' interests in the Securities shall be conclusive evidence of the nominal amount of Securities represented by the Global Registered Securities and shall be used in order to determine such Accountholder's share of any deliveries of Ordinary Shares upon the occurrence of a Capital Adequacy Trigger Event.

Notwithstanding Condition 8(b) (*Payments - Registered Securities*) of the Terms and Conditions of the Securities, so long as Securities are represented by a Global Registered Security, each payment in respect of such Security will be made to the person shown as the registered holder in the register (the "**Register**") maintained in respect of the Securities at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (where the "**Clearing System Business Day**" means a day on which each clearing system for which the Global Registered Security is being held is open for business).

Exchange and Transfer of Global Registered Securities for Definitive Registered Securities

Beneficial interests in a Global Registered Security will be exchangeable, in whole but not in part, for Definitive Registered Securities: (i) in the circumstances set out in Condition 11 (*Enforcement*); or (ii) if Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of fourteen days (other than by reason of legal holidays) or announces an intention permanently to cease business; or (iii) at the option of the Issuer, if the Issuer, any Paying Agent or the Registrar, by reason of any change in, or amendment to, the laws of the United Kingdom, is or will be required to make any deduction or withholding from any payment under the Securities which would not be required if such Securities were in definitive form; or (iv) if the Issuer so elects, where the Issuer would suffer a material disadvantage in respect of the Securities as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction, which would not be suffered were the Securities Definitive Registered Securities.

If so specified in the relevant Pricing Supplement, the Issuer will waive its right to elect to exchange a Global Registered Security for Definitive Registered Securities in the circumstances described in (iv) above.

In such circumstances, (a) the Registrar will be required to notify all Holders of interests in the relevant Global Registered Securities registered in the name of Euroclear, Clearstream, Luxembourg or the nominee of their common depository, as the case may be, of the availability of Definitive Registered Securities and (b) the Issuer will, at the cost of the Issuer, cause sufficient Definitive Registered Securities to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Holders. A person having an interest in the relevant Global Registered Security must provide the Registrar with a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver the relevant Definitive Registered Security.

The holder of a Registered Security may transfer such Registered Security in accordance with the provisions of Condition 1 (*Form, Denomination and Title*) of the Terms and Conditions of the Securities, but subject, in the case of Securities represented by Global Registered Securities, to and in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg and their respective direct and indirect participants.

The holder of a Definitive Registered Security may transfer such Security by surrendering it at the specified office of the Registrar or any Transfer Agent, together with the completed form of transfer thereon.

The Registrar will not register the transfer of or exchange of interests in a Global Registered Security for Definitive Registered Securities for a period of fifteen calendar days preceding the due date for any payment in respect of the Securities.

Bearer Securities

Temporary and Permanent Global Securities

Bearer Securities will be issued either in accordance with the provisions of United States Treasury Regulations 1.163-5(c)(1)(ii) and 1.163-5(c)(2)(i)(D) ("**TEFRA D**", which definition shall include any successor rules for the purposes of Section 4701 of the U.S. Internal Revenue Code of 1986) or in accordance with the provisions of United States Treasury Regulations 1.163-5(c)(1)(ii) and 1.163-5(c)(2)(i)(C) ("**TEFRA C**", which definition shall include any successor rules for the purposes of Section 4701 of the U.S. Internal Revenue Code). Bearer Securities issued in accordance with TEFRA D will be represented upon issue by a temporary global security in bearer form without interest coupons (a "**Temporary Global Security**"). Bearer Securities issued in accordance with TEFRA C will be represented upon issue by a permanent global security in bearer form without interest coupons (a "**Permanent Global Security**" and, together with any Temporary Global Security and any Global Registered Security, the "**Global Securities**" and each, a "**Global Security**") or by a Temporary Global Security. Each Temporary Global Security and Permanent Global Security will be delivered on or prior to the issue date for the relevant Tranche to a common depository acting as an agent for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Temporary Global Security issued in accordance with TEFRA C will be exchangeable after the Exchange Date specified in the relevant Pricing Supplement and without any requirement for certification for Bearer Securities in definitive form, in accordance with the terms of such Temporary Global Security and as specified in the relevant Pricing Supplement. Interests in a Temporary Global Security issued in accordance with TEFRA D will be exchangeable either for Bearer Securities in definitive form or for interests in a Permanent Global Security, on or after the date which is forty days after the date on which such Temporary Global Security is issued and upon certification as to non-U.S. beneficial ownership thereof or otherwise as required by U.S. Treasury Regulations, in accordance with the terms of such Temporary Global Security and as specified in the relevant Pricing Supplement. Where a Security in global form is exchangeable for Bearer Securities in definitive form, then such Securities shall be tradeable only in principal amounts of at least the Specified Denomination (or if there is more than one Specified Denomination, the lowest Specified Denomination).

For purposes of complying with TEFRA D, Bearer Securities may not be offered or sold to a United States person. "**United States person**" means any person who is, for U.S. federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organised under the laws of the United States or any political subdivision thereof or therein or (iii) an estate or trust the income of which is subject to United States taxation regardless of its source.

Interests in any Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for Bearer Securities in definitive form, against presentation and (in the case of final exchange) surrender of such Permanent Global Security at the specified office from time to time of the Principal Paying and Conversion Agent : (i) in the circumstances set out in Condition 11 (*Enforcement*); or (ii) if Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of fourteen days (other than by reason of legal holidays) or announces an intention permanently to cease business; or (iii) at the option of the Issuer, if the Issuer, any Paying Agent or the Registrar, by reason of any change in, or amendment to, the laws of the United Kingdom, is or will be required to make any deduction or withholding from any payment under the Securities which would not be required if such Securities were in definitive form; or (iv) if the Issuer so elects, where the Issuer would suffer a material disadvantage in respect of the Securities as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction, which would not be suffered were the Securities in definitive form.

If so specified in the relevant Pricing Supplement, the Issuer will waive its right to elect to exchange a Permanent Global Security for Bearer Securities in definitive form in the circumstances described in (iv) above.

Bearer Securities in definitive form will, if interest-bearing and if so specified in the relevant Pricing Supplement, have interest coupons ("**Coupons**") and, if applicable, a talon for further Coupons.

Payments and Conversion Settlement in respect of Bearer Securities

All payments and any deliveries of Ordinary Shares or Alternative Consideration upon the occurrence of a Capital Adequacy Trigger Event, if any, in respect of Bearer Securities when represented by a Temporary Global Security or Permanent Global Security will be made against presentation and surrender or, as the case may be, presentation of the relevant Temporary Global Security or Permanent Global Security at the specified office of any of the Paying Agents. On each occasion on which a payment or delivery is so made, the Issuer shall procure that record of such payment is noted on a schedule to the relevant Security in global form.

In the case of Bearer Securities represented by Securities in global form, each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Security in global form (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the Issuer to the bearer of such Security in global form and in relation to all other rights arising under the Security in global form. The records of the relevant clearing systems which reflect the amount of Securityholders' interests in the Securities shall be conclusive evidence of the nominal amount of Bearer Securities represented by Securities in global form and shall be used in order to determine such Accountholder's share of any deliveries of Ordinary Shares upon the occurrence of a Capital Adequacy Trigger Event. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Security in global form will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Securities are represented by a Security in global form, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Securities.

If any date on which a payment of interest or principal is due on the Securities of a Series issued in accordance with TEFRA D occurs while any of the Securities of that Series are represented by a Temporary Global Security, the relevant interest or principal payment will be made on such Temporary Global Security only to the extent that certification has been received by Euroclear

and/or Clearstream, Luxembourg as to the beneficial ownership thereof, as required by U.S. Treasury Regulations, in accordance with the terms of such Temporary Global Security.

Transfers of Securities after the Suspension Date

Transfers of beneficial interests in Securities represented by Global Securities will not be registered by the Clearing Systems after the date specified as the "**Suspension Date**" in the Suspension Notice, which date shall be no later than 38 London Business Days after the Latest Conversion Shares Offer Election Date and, if the Issuer elects to conduct a Conversion Shares Offer, shall be at least two London Business Days prior to the end of the relevant Conversion Shares Offer Period. For these purposes, "**Suspension Notice**" means a notice given by the Issuer to Holders of Affected Securities in accordance with Condition 15 (*Notices*) at any time on or after the Capital Adequacy Trigger Notice has been given and on or prior to the Latest Conversion Shares Offer Election Date, specifying the Suspension Date.

Notices

So long as any Securities are represented by a Global Security, notices to Securityholders may be given by delivery of the relevant notice to Euroclear, Clearstream, Luxembourg or any other clearing system (as may be agreed between the Issuer and the Dealer) for communication by them to entitled accountholders in substitution for publication as required by the Conditions, except that, so long as any Securities are listed on any stock exchange, notices will also be published as required by the rules and regulations of such stock exchange.

Purchase and Cancellation

Cancellation of any Security surrendered for cancellation following its purchase will be effected by reduction in the principal amount of the relevant Temporary Global Security, Permanent Global Security or, as the case may be, Global Registered Security and, in the case of a Global Registered Security, will be recorded in the Register by the Registrar.

Issuer's Option to Redeem in Part

No drawing of Bearer Securities or redemption *pro rata* of Registered Securities will be required under Condition 6(c) (*Redemption at the Option of the Issuer*) in the event that the Issuer exercises any option to redeem such Securities in part while all such Securities which are outstanding are represented by a Global Bearer Security or, as the case may be, Global Registered Security. In such event, the standard procedures of Euroclear and/or Clearstream, Luxembourg will operate to determine which interests in such Global Bearer Securities or, as the case may be, Global Registered Securities, are to be subject to such option. Such partial redemption is to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion.

FORM OF PRICING SUPPLEMENT

PRICING SUPPLEMENT

Pricing Supplement dated [•]

Series No: [•]

Tranche No: [•]

HSBC Holdings plc

USD 50,000,000,000

Programme for Issuance of Perpetual Subordinated Contingent Convertible Securities

Issue of

[Aggregate Principal Amount of Tranche]

[Title of Securities]

PART A - CONTRACTUAL TERMS

The Offering Memorandum referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of Securities in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (as amended by Directive 2010/73/EU, the "**Prospectus Directive**") (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Securities. Accordingly any person making or intending to make an offer in that Relevant Member State of the Securities may only do so in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. The Issuer has not authorised, nor does it authorise, the making of any offer of Securities in any other circumstances.

Warning: Neither this Pricing Supplement nor the Offering Memorandum referred to below constitutes a "prospectus" for the purposes of Article 5.4 of the Prospectus Directive, and this Pricing Supplement and the Offering Memorandum have been prepared on the basis that no prospectus shall be required under the Prospectus Directive in relation to the offer and sale of any Securities.

The Securities are complex financial instruments and are not a suitable or appropriate investment for all investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Securities to retail investors.

In particular, in June 2015, the United Kingdom Financial Conduct Authority (the "FCA") published the Product Intervention (Contingent Convertible Instruments and Mutual Society Shares) Instrument 2015, which took effect from 1 October 2015 (the "PI").

Under the rules set out in the PI (as amended or replaced from time to time, the "PI Rules"), (i) certain contingent write-down or convertible securities (including any beneficial interests therein), such as the Securities, must not be sold to retail clients in the EEA and (ii) there must not be any communication or approval of an invitation or inducement to participate in, acquire or underwrite such securities (or the beneficial interest in such securities) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case, within the meaning of the PI Rules), other than in accordance with the limited exemptions set out in the PI Rules.

The Dealers are required to comply with the PI Rules. By purchasing, or making or accepting an offer to purchase, any Securities (or a beneficial interest in such Securities) from the Issuer and/or the Dealers, each prospective investor represents, warrants, agrees with and undertakes to the Issuer and each of the Dealers that:

- (i) *it is not a retail client in the EEA (as defined in the PI Rules);*
- (ii) *whether or not it is subject to the PI Rules, it will not (A) sell or offer the Securities (or any beneficial interests therein) to retail clients in the EEA or (B) communicate (including the distribution of the Offering Memorandum or approve an invitation or inducement to participate in, acquire or underwrite the Securities (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the EEA (in each case within the meaning of the PI Rules), in any such case, other than (1) in relation to any sale of or offer to sell Securities (or any beneficial interests therein) to a retail client in or resident in the United Kingdom, in circumstances that do not and will not give rise to a contravention of the PI Rules by any person and/or (2) in relation to any sale of or offer to sell Securities (or such beneficial interests therein) to a retail client in any EEA member state other than the United Kingdom, where (a) it has conducted an assessment and concluded that the relevant retail client understands the risks of an investment in the Securities (or such beneficial interests therein) and is able to bear the potential losses involved in an investment in the Securities (or any beneficial interests therein) and (b) it has at all times acted in relation to such sale or offer in compliance with MiFID to the extent it applies to it or, to the extent MiFID does not apply to it, in a manner which would be in compliance with MiFID if it were to apply to it; and*
- (iii) *it will at all times comply with all applicable laws, regulations and regulatory guidance (whether inside or outside the EEA) relating to the promotion, offering, distribution and/or sale of the Securities (or any beneficial interests therein), including (without limitation) any such laws, regulations and regulatory guidance relating to determining the appropriateness and/or suitability of an investment in the Securities (or any beneficial interests therein) by investors in any relevant jurisdiction.*

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Securities (or any beneficial interests therein) from the Issuer and/or the Dealers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

This document constitutes the Pricing Supplement relating to the issue of the Tranche of Securities described herein [for the purposes of listing on the Official List of the Irish Stock Exchange]. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Offering Memorandum dated 20 September 2016 in relation to the above Programme (incorporating the Registration Document [and the supplements thereto dated [•]]) (together, the "**Offering Memorandum**"). This document must be read in conjunction with such Offering Memorandum. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of this Pricing Supplement and the Offering Memorandum. The Offering Memorandum is available for viewing at www.hsbc.com (please follow links to 'Investor relations', 'Fixed income securities', 'Issuance programmes') [[and at [•] during normal business hours] and copies may be obtained from [•].]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms.]

- 1. (i) Issuer: HSBC Holdings plc
- 2. (i) Series number: [•]
- [(ii) Tranche number: [•] [The Securities issued under this Pricing Supplement are to be consolidated and form a single series with [•] (the "**Original Issue**") issued on [•] [(ISIN): [•]].]
- [(iii) Date on which the Securities become fungible:] [•][Not Applicable]

3. Specified Currency: [•]
4. Aggregate Principal Amount of Securities admitted to trading:
- [(i)] Series: [•]
- [(ii)] Tranche: [•]
5. Issue Price: [•] per cent. of the Aggregate Principal Amount [plus accrued interest from [•].]
6. (i) Specified Denomination(s) [•][and integral multiples of [•] in excess thereof up to and including [•]. No Securities in definitive form will be issued with a denomination above [•].
Condition 1(d)
- (ii) Calculation Amount: [•]
7. (i) Issue Date: [•]
- (ii) Interest Commencement Date: [•][Issue Date][Not Applicable]
- [(iii)] CNY Issue Trade Date: [•][Not Applicable]
8. Interest basis: [[•] per cent. Fixed Rate Securities]
Conditions 3 and 4
- [[•] per cent. Resettable Securities]
- [[LIBOR][EURIBOR][CNH HIBOR][reference rate][•] +/- [•] per cent. Floating Rate Securities]]
- [Other]
9. Redemption basis: [Redemption at par]
Condition 6
- [Other]
10. Put/Call options: [Issuer Call]
- [further particulars as specified in Condition 6 (c) will apply]
- [Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

11. **Fixed Rate Securities provisions:** [Applicable][Not Applicable]
Condition 3(a)
- (If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) Rate of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly /monthly/other] in arrear]
- (ii) Fixed Coupon Amounts[(s)]: [•] per Calculation Amount
- [[In relation to [the [first] [•]] Interest Payment Date/the Interest Payment Date falling [in / on] [•], [•] per Calculation

		Amount.]
		[In relation to all other Interest Payment Dates] [•] per Calculation Amount.]
		[Not Applicable]
(iii)	[Fixed Interest Payment Dates(s)] / [Specified Period]:	[[•] in each year [adjusted in accordance with [the Business Day Convention]
(iv)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Modified Business Day Convention] [Preceding Business Day Convention] [FRN Convention] [Floating Rate Convention] [Eurodollar Convention] [No Adjustment]
(v)	Day Count Fraction:	[Actual/Actual (ICMA)] [Actual/Actual (ISDA)] [Actual/365(Fixed)] [Actual/365(Sterling)] [Actual/360] [30/360] [30E/360] [30E/360(ISDA)] [Other]
[(vi)	Determination Date(s):	[[•] in each year][Not Applicable] <i>(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))</i>
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Securities:	[Not Applicable][Applicable (<i>provide details</i>)]
12.	Resettable Security provisions: <i>Condition 3(b)</i>	[Applicable][Not Applicable] <i>(If Not Applicable, delete the remaining sub-paragraphs of this paragraph.)</i>
(i)	Initial Rate of Interest:	[•] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]
(ii)	Resettable Coupon Amounts:	[In relation to the first Resettable Security Interest Payment Date, [] per Calculation Amount.] [In relation to all [subsequent] Resettable Security Interest Payment Dates up to (and including) the Resettable Security Interest Payment Date falling [in/on] [], [] per Calculation Amount.]

		[Not Applicable.]
(iii)	Resettable Security Margin:	[+/-][•] per cent. per annum [Not Applicable]
(iv)	[Resettable Security Interest Payment Date(s)] / [Specified Period]:	[[•] in each year commencing on [•] and ending on [•], [in each case subject to adjustment in accordance with the Business Day Convention]/[•] [months]]
(v)	First Resettable Security Reset Date:	[•][Not Applicable]
(vi)	Second Resettable Security Reset Date:	[•][Not Applicable]
(vii)	Subsequent Resettable Security Reset Dates:	[•], [•][Not Applicable]
(viii)	Day Count Fraction:	[Actual/Actual(ICMA)] [Actual/Actual (ISDA)] [Actual/365(Fixed)] [Actual/365(Sterling)] [Actual/360] [30/360] [30E/360] [30E/360(ISDA)] [Other]
(ix)	Determination Date(s):	[[•] in each year][Not Applicable]
(x)	Business Day Centre(s):	[•]
(xi)	Business Day Convention:	[Following Business Day Convention] [Modified Following Business Day Convention] [Modified Business Day Convention] [Preceding Business Day Convention] [FRN Convention] [Floating Rate Convention] [Eurodollar Convention] [No Adjustment]
(xii)	Resettable Security Reference Rate:	[Mid-Swap Rate] [Resettable Security Interbank Rate]
(xiii)	Relevant Screen Page:	[•]
(xiv)	Mid-Swap Rate:	[Single Mid-Swap Rate][Mean Mid-Swap Rate] [Not Applicable]
(xv)	Mid-Swap Maturity:	[•] [Not Applicable]
(xvi)	Fixed Leg Swap Duration:	[Annual][Semi-Annual]
(xvii)	Benchmark:	[LIBOR][EURIBOR][CNH HIBOR] [Not Applicable]
(xviii)	Relevant Period:	[•] [Not Applicable]
13.	Floating Rate Security provisions: <i>Condition 4</i>	[Applicable][Not Applicable]

(If Not Applicable, delete the remaining sub-paragraphs of this paragraph.)

- (i) [Interest Payment Dates] / [Specified Period]: [[•] in each year commencing on [•] and ending on [•], [in each case subject to adjustment in accordance with the Business Day Convention] / [•] [months]]
- (ii) Benchmark: [LIBOR][EURIBOR][CNH HIBOR]
- (iii) Relevant Period: [•]
- (iv) Relevant Screen Page: [•]
- (v) Interest Determination Date(s) and Interest Determination Time: [•] [•]
- (vi) Linear Interpolation: [Not Applicable][Applicable - the Rate of Interest for the Interest Period ending on the Interest Payment Date falling in [•] shall be calculated using Linear Interpolation]
- (vii) Margin: [+/-] [•] per cent. per annum
- (viii) Day Count Fraction: [Actual/Actual(ICMA)]
[Actual/Actual (ISDA)]
[Actual/365(Fixed)]
[Actual/365(Sterling)]
[Actual/360] [30/360]
[30E/360]
[30E/360(ISDA)]
- (ix) Determination Date(s): [[•] in each year][Not Applicable]
- (x) Business Day Centre: [•]
- (xi) Business Day Convention: [Following Business Day Convention]
[Modified Following Business Day Convention]
[Modified Business Day Convention]
[Preceding Business Day Convention]
[FRN Convention]
[Floating Rate Convention]
[Eurodollar Convention]
[No Adjustment]
14. (xii) Maximum Rate of Interest: [Not Applicable / [•] per cent. per annum]
15. (xii) Minimum Rate of Interest: [0% in accordance with Condition 4(c)(v) / [•] per cent. per annum/ Not Applicable]

PROVISIONS RELATING TO REDEMPTION

16. Issuer's optional redemption (Call): [Applicable][Not Applicable]
Condition 6(c)
- (i) Redemption amount (Call): [•] per [Calculation Amount]
- (ii) Series redeemable in part: [•]
- (iii) Call Option Date(s): [•][Interest Payment Date]

- (iv) Call Option Period: [•]
17. **Redemption for taxation reasons – non-deductibility** [Applicable][Not Applicable]
Condition 6(b)(iii)
18. **Redemption upon Capital Disqualification Event** [Applicable][Not Applicable]
Condition 6(e)
19. **Early redemption amount**
- (i) Early redemption amount upon redemption for taxation reasons: [•][As per Condition 6(b)]
Condition 6(b)
- (ii) Capital Disqualification Event Early Redemption Price: [[•] per cent.][Not Applicable]
Condition 6(e)

PROVISIONS RELATING TO CONVERSION

20. Conversion Price (per Ordinary Share): [•]
Condition 10(a)
[Note: Conversion Price must be denominated in the Specified Currency]
21. (i) Conversion Shares Offer Price (per Ordinary Share) as of the Issue Date: [Currency] [•] / [the Conversion Price]
Condition 10(f)
- (ii) Conversion Shares Offer Price Currency: [GBP] / [specify other]
Condition 10(f)
23. Specified FX Rate: [specify] [One]
[Note: if the Conversion Shares Offer Price Currency is the same as the Specified Currency, specify "One"]
24. Applicable Adjustment Event: [Alteration to Nominal Value Event]
Condition 10(i) [Bonus Issue Event]
[Extraordinary Dividend Event]
[Rights Issue Event]
25. Conversion Shares Offer: [Applicable][Not Applicable]
Condition 10(f)
26. Form of Ordinary Share: [Uncertificated][Certificated]
Condition 10(m)
27. Latest Conversion Shares Offer Election Date: [•][Not Applicable]
Condition 10(f)
28. Relevant Exchange in respect of the Ordinary Shares: [•]

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

29. **Form of Securities:**
Condition 1(a)

Form of Securities:	[Bearer/Registered]
	[Global Registered Security registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg]
30. If issued in bearer form:	
(i) Initially represented by a Temporary Global Security or Permanent Global Security:	[The Securities are initially represented by a [Temporary/Permanent] Global Security]
(ii) Temporary Global Security exchangeable for Permanent Global Security and/or Bearer Securities in definitive form:	[The Temporary Global Security is exchangeable for [a Permanent Global Security] [and/or] [Bearer Securities]]
(iii) Permanent Global Security exchangeable for Bearer Securities in definitive form:	[Yes/No] [The Issuer waives its right to elect to exchange Permanent Global Security for Bearer Securities in definitive form in the circumstances described in paragraph (d) of the Permanent Global Security]
(iv) Coupons to be attached to Bearer Securities in definitive form:	[Yes/No/Not Applicable]
(v) Talons for future Coupons to be attached to Bearer Securities in definitive form:	[Yes/Not Applicable]
(vi) Bearer Securities in definitive form to be security printed:	[Yes/No]
(vii) Bearer Securities in definitive form to be in ICMA or successor's format:	[Yes/No]
31. If issued in registered form:	
(i) Global Registered Security exchangeable for Definitive Registered Securities:	[Yes/Not Applicable] [The Issuer waives its right to elect to exchange the Global Registered Security for Definitive Registered Securities in the circumstances described in paragraph (d) of the Global Registered Security]
33. Exchange Date for exchange of Temporary Global Security:	[•]
34. Payments: <i>Condition 8</i>	
Relevant Financial Centre Day:	[•]
35. Redenomination: <i>Condition 9</i>	
(i) Redenomination:	[Applicable/Not Applicable]
(ii) Exchange:	[Applicable/Not Applicable]
36. U.S. Selling restrictions:	[TEFRA D][TEFRA C][TEFRA not applicable]

[Regulation S Compliance Category 2]

CONFIRMED

HSBC HOLDINGS PLC

By:
Authorised Signatory

Date:

PART B - OTHER INFORMATION

1. LISTING

(i) Listing: [Application has been made to admit the Securities to listing on the Official List of Irish Stock Exchange [on or around the Issue Date/ *insert date*]]. No assurance can be given as to whether or not, or when, such application will be granted] [Not applicable]

(ii) Admission to trading: [Application has been made for the Securities to be admitted to trading on the Global Exchange Market with effect from [the Issue Date/ *insert date*]]. No assurance can be given as to whether or not, or when, such application will be granted.] [Not applicable]

2. RATINGS

Ratings: [Not applicable] / [The Securities have been rated:
[Standard & Poor's Credit Market Services Europe Limited : [•]]

[Moody's Investor Service Limited: [•]]

[Fitch Ratings Limited: [•]]

[[*insert legal name of any other relevant rating agency or any other entity of S&P, Moody's or Fitch which is assigning ratings to the Securities*]: [•]]]

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save as discussed in ["*Subscription and Sale*"], so far as the Issuer is aware, no person involved in the offer of the Securities has an interest material to the issue.]]¹

4. [ESTIMATE OF THE TOTAL EXPENSES RELATED TO THE ADMISSION TO TRADING

It is estimated that the total expenses to be incurred in relation to the admission to trading of the Securities will be: [•].]²

DISTRIBUTION INFORMATION

5. Method of distribution: [Syndicated/Non-Syndicated]

6. (i) If syndicated, name of Relevant Dealer: [Not Applicable/*give name*]

(ii) If syndicated, names of other managers: [Not Applicable/*give names*]

(iii) Date of Subscription Agreement: [•]

¹ Delete if not required by listing rules

² Delete if not required by listing rules

- (iv) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
7. If non-syndicated, name and address of Relevant Dealer: [Not Applicable/*give name and address*]
8. Additional selling restrictions: [Not Applicable/*specify any modifications of, or additions to, selling restrictions contained in the Dealer Agreement*]
9. Use of Proceeds [•]
- OPERATIONAL INFORMATION**
10. ISIN Code: [•]
11. Common Code: [•]
12. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable][*Provide name(s) and number(s)*]
13. Settlement procedures: [Eurobond/Medium Term Security][•]
14. Name and Address of Initial Paying Agent(s) [HSBC Bank plc]
15. Additional Paying Agent(s) (if any): [•]
16. Agent Bank: [HSBC Bank plc][•]
17. Calculation Agent: [HSBC Bank plc][•][Not Applicable]
18. City in which specified office of Registrar to be maintained: [•][Not Applicable]

Condition 13

TERMS AND CONDITIONS OF THE SECURITIES

The following is the text of the terms and conditions applicable to the Securities, which, as completed in accordance with the provisions of the relevant Pricing Supplement, will be incorporated by reference into each Security in global form (subject to the section entitled "Forms of Securities; Summary of Provisions Relating to the Securities while in Global Form" above) and which will be endorsed on the Securities in definitive form (if any) issued in exchange for Securities in global form representing each Tranche, details of the relevant Tranche being as set out in the relevant Pricing Supplement.

This Security is one of a Series of Securities (the "**Securities**") issued pursuant to the programme for issuance of perpetual subordinated contingent convertible securities (the "**Programme**") established by HSBC Holdings plc (the "**Issuer**") and is constituted by and issued subject to and with the benefit of a Trust Deed dated 2 September 2014 (such Trust Deed as last modified and restated on 20 September 2016 and as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**" which expression shall wherever the context so admits include its successors) and has the benefit of an Agency Agreement dated 2 September 2014 (such Agency Agreement as last modified and restated on 20 September 2016 and as modified and/or supplemented and/or restated from time to time, the "**Agency Agreement**") each made between, amongst others, the Issuer, the Principal Paying and Conversion Agent (the "**Principal Paying and Conversion Agent**" which expression shall wherever the context so admits include its successors as such, and, together with any successor or additional paying agent appointed in respect of the Securities, the "**Paying Agents**", which expression shall wherever the context so admits include any successor and/or additional paying agents), the Registrar (the "**Registrar**" which expression shall wherever the context so admits include any successor or additional person appointed as such in respect of the Securities), the Agent Bank (the "**Agent Bank**" which expression shall wherever the context so admits include any successor or additional person appointed as such in respect of the Securities) each named therein and the Trustee. Under the terms of the Agency Agreement, one or more transfer agents (each a "**Transfer Agent**", which expression shall wherever the context so admits include any successor or additional person appointed as such in respect of the Securities) and/or a calculation agent (the "**Calculation Agent**", which expression shall wherever the context so admits include any successor) may be appointed by the Issuer from time to time in respect of any Series of Securities, but none were appointed as of the date of the Agency Agreement. The initial Principal Paying and Conversion Agent, the initial Registrar and the initial Agent Bank, and any Transfer Agent(s) and/or Calculation Agent appointed in respect of a Series of Securities, are as named herein or in the relevant Pricing Supplement (as defined below). The Trustee shall exercise the duties, powers, trusts, authorities and discretions vested in it by the Trust Deed separately in relation to each Series of Securities in accordance with the provisions of the Trust Deed. Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours by prior arrangement at the registered office for the time being of the Trustee and at the specified office of each of the Principal Paying and Conversion Agent, the other Paying Agents (if any), the Registrar and the Transfer Agents appointed from time to time pursuant to the terms of the Agency Agreement. The Holders (as defined in Condition 1(e)) for the time being of Securities (the "**Securityholders**") and of any coupons ("**Coupons**") or talons ("**Talons**") (the "**Couponholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

References in these terms and conditions (the "**Conditions**") to "**Securities**" shall, where the context so requires include the temporary global Securities, the permanent global Securities and global registered Securities and such other Securities as may from time to time be issued under the Programme, as the case may be, and the term "**Securities**" includes subordinated debt securities, by whatever name called, issued under the Programme. References to "**HSBC Holdings**" or the "**Issuer**" means the Issuer in its capacity as issuer of Securities under the Programme. All Securities will be issued in series (each, a "**Series**") and each Series may comprise one or more tranches (each, a "**Tranche**") of Securities. Each Tranche will be the subject of a Pricing Supplement (the "**Pricing Supplement**"), a copy of which will be attached to or incorporated by reference in each Security of such Tranche. Subject as set out in the relevant Pricing Supplement, all Securities issued pursuant to the Programme on the same date, denominated in the same currency, bearing interest on the same basis and issued on identical terms will constitute one Tranche of Securities.

Words and expressions defined or used in the Pricing Supplement relating to a Tranche of Securities shall have the same meanings where used in these Conditions unless the context otherwise requires.

Any defined terms not defined in Condition 20 (*Definitions*) have the meaning given to them elsewhere in the Conditions or the Pricing Supplement (as applicable).

1. **Form, Denomination and Title**

(a) ***Form***

Securities are issued in bearer form ("**Bearer Securities**") or in registered form ("**Registered Securities**") as set out in the relevant Pricing Supplement.

(b) ***Form of Bearer Securities***

Bearer Securities will be in substantially the relevant form (subject to amendment and completion) scheduled to the Trust Deed or in such other form as from time to time may be agreed. Bearer Securities will, if so specified in the relevant Pricing Supplement, have attached at the time of their initial delivery Coupons, presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below. Bearer Securities will also, if so specified in the relevant Pricing Supplement, have attached at the time of their initial delivery a Talon exchangeable for further Coupons and the expression "**Coupons**" shall, where the context so requires, include Talons.

(c) ***Form of Registered Securities***

Registered Securities will be in substantially the relevant form (subject to amendment and completion) scheduled to the Trust Deed or in such other form as may from time to time be agreed.

(d) ***Denomination***

Subject to Condition 9 (*Redenomination*), Bearer Securities will be in the Specified Denomination(s) set out in the relevant Pricing Supplement and Registered Securities will be in the denomination(s) and multiples set out in the relevant Pricing Supplement.

(e) ***Title***

Title to Bearer Securities, Coupons and Talons will pass by delivery. Title to Registered Securities passes by registration in the register (the "**Register**") which is kept by the Registrar. References herein to the "**Holders**" of Bearer Securities or of Coupons are to the bearers of such Bearer Securities or such Coupons and references herein to the "**Holders**" of Registered Securities are to the persons in whose names such Registered Securities are so registered in the Register.

To the extent permitted by law and subject to the provisions of the fourth paragraph of Condition 15 (*Notices*) while the Securities of any Series are represented by a Security or Securities in global form, the Issuer, the Trustee, the Principal Paying and Conversion Agent, any other Paying Agents, any Transfer Agents, the Agent Bank, the Calculation Agent and the Registrar may deem and treat the Holder of any Bearer Security or of any Coupon and the person in whose name any Registered Security is registered (and, if more than one, the first named thereof) as the absolute owner thereof (whether or not such Security shall be overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for the purpose of receiving payment on account thereof and for all other purposes.

(f) ***Transfer of Registered Securities***

Subject as provided in the final sentence of this Condition 1(f), a Registered Security may, upon the terms and subject to the conditions set forth in the Agency Agreement, be transferred in whole or in part only upon the surrender of the Registered Security to be transferred, together with the form of transfer (including, without limitation, any certification as to compliance with restrictions on transfer included in such form of transfer) endorsed on it duly completed and executed, at the specified office of the Registrar or any Transfer Agent together with such evidence as the Registrar, or as the case may be, the relevant Transfer Agent may reasonably require to prove the title of the transferor and the authority of the persons who have executed the

form of transfer. A new Registered Security will be issued to the transferee and, in the case of a transfer of part only of a Registered Security, a new Registered Security in respect of the balance not transferred will be issued to the transferor. No Holder may require the transfer of a Registered Security to be registered (i) during the period of fifteen calendar days ending on the due date for any payment (whether of principal, redemption amount, interest or otherwise) and (ii) at any time after the Suspension Date.

(g) ***Delivery***

Each new Registered Security to be issued upon the transfer of a Registered Security will, within five Relevant Banking Days (as defined in Condition 14) of the Transfer Date (as defined in Condition 14 (*Replacement, Exchange and Transfer*)), be available for delivery at the specified office of the Registrar or, as the case may be, the relevant Transfer Agent or (at the request and risk of the Holder of such Registered Security) be mailed by uninsured post to such address as may be specified by such Holder. For these purposes, a form of transfer received by the Registrar or any Transfer Agent after the Record Date (as defined in Condition 8(b) (*Registered Securities*)) in respect of any payment due in respect of Registered Securities shall be deemed not to be effectively received by the Registrar or such Transfer Agent until the day following the due date for such payment.

(h) ***No charge***

The issue of new Registered Securities on transfer will be effected without charge to the Holder or the transferee by or on behalf of the Issuer, the Registrar or the relevant Transfer Agent, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Registrar or, as the case may be, the relevant Transfer Agent may require in respect of) any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfers or exchanges.

(i) ***Regulations concerning transfer and registration of Registered Securities***

All transfers of Registered Securities and entries on the Register will be made subject to the detailed regulations (the "**Regulations**") concerning exchange and transfer of Registered Securities scheduled to the Agency Agreement. The Regulations may be amended, supplemented or replaced by the Issuer with the prior written approval of the Registrar but without the consent of the Holders of any Securities. A copy of the current Regulations are available for inspection during usual business hours at the specified office of the Registrar and any Transfer Agents.

2. **Status and Subordination**

(a) ***Status***

The Securities of each Series of Securities constitute direct, unsecured obligations of the Issuer ranking *pari passu* without any preference among themselves. The rights and claims of the Securityholders and Couponholders are subordinated in the event of the winding-up of the Issuer in England to the Prior Ranking Creditors and as described in this Condition 2.

(b) ***Subordination – conditions to payment***

Other than where Condition 2(c) (*Winding-up prior to a Capital Adequacy Trigger*) or 2(d) (*Winding-up after a Capital Adequacy Trigger*) or (in relation to the cash component of any Alternative Consideration) 10(f) (*Conversion Shares Offer*) applies the Issuer's obligation to make any payment to Securityholders or Couponholders in respect of or arising from (including any damages for breach of any obligations under) the Securities is, in addition to the provisions of Condition 5 (*Cancellation of Interest*), conditional upon the Issuer being Solvent at the time of payment by the Issuer and no principal, interest or other amount shall be due and payable to Securityholders or Couponholders in respect of or arising from the Securities except to the extent that the Issuer could make such payment and still be Solvent immediately thereafter.

A certificate as to whether or not the Issuer is Solvent by the Auditors of the Issuer, on the basis of the information provided to the Auditors by the Issuer, shall, in the absence of manifest error,

be treated by the Issuer, the Trustee, the Holders and all other interested parties as correct and sufficient evidence thereof.

Any payment of interest that does not fall due by reason of this Condition 2(b) shall be cancelled as provided in Condition 5(a) (*Interest Payments Discretionary*).

(c) ***Winding-up prior to a Capital Adequacy Trigger***

If at any time prior to the date on which a Capital Adequacy Trigger occurs:

- (i) an order is made, or an effective resolution is passed, for the winding-up of the Issuer in England (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer, the terms of which reorganisation, reconstruction or amalgamation (x) have previously been approved in writing by the Trustee or by an Extraordinary Resolution (as defined in the Trust Deed) and (y) do not provide that the Securities shall thereby become redeemable or repayable in accordance with these Conditions); or
- (ii) an administrator of the Issuer is appointed and such administrator declares, or gives notice that it intends to declare and distribute, a dividend,

there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer) such amount, if any, as would have been payable to the Holder of such Security if, throughout such winding-up or administration in England, such Holder were the holder of one of a class of preference shares in the capital of the Issuer denominated in the Specified Currency of the relevant Security ("**Notional Preference Shares**") having an equal right to a return of assets in the winding-up or administration in England to, and so ranking *pari passu* with, the holders of the most senior class or classes of issued preference shares in the capital of the Issuer from time to time (if any) and which have a preferential right to a return of assets in the winding-up or administration over, and so rank ahead of, the holders of all other classes of issued shares for the time being in the capital of the Issuer but ranking junior to the claims of Prior Ranking Creditors, and on the assumption that the amount such holder was entitled to receive in respect of each Notional Preference Share on a return of assets in such winding-up or administration were an amount equal to the principal amount of the relevant Security, including any accrued but unpaid interest thereon (to the extent not cancelled in accordance with these Conditions) and any damages awarded for breach of any obligations, whether or not the conditions referred to in Condition 2(b) are satisfied on the date upon which the same would otherwise be due and payable.

(d) ***Winding-up after a Capital Adequacy Trigger***

If at any time on or after the date on which a Capital Adequacy Trigger occurs:

- (i) an order is made, or an effective resolution is passed, for the winding-up of the Issuer in England (except, in any such case, a solvent winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer, the terms of which reorganisation, reconstruction or amalgamation (x) have previously been approved in writing by the Trustee or by an Extraordinary Resolution and (y) do not provide that the Securities shall thereby become redeemable or repayable in accordance with these Conditions); or
- (ii) an administrator of the Issuer is appointed and such administrator declares, or gives notice that it intends to declare and distribute, a dividend,

but the relevant Ordinary Shares to be issued and delivered to the Settlement Shares Depository on conversion in accordance with Condition 10 (*Capital Adequacy Trigger*) have not been so delivered, there shall be payable by the Issuer in respect of each Security (in lieu of any other payment by the Issuer), such amount, if any, as would have been payable to the Holder of such Security if, throughout such winding-up or administration, such Holder were the holder of such number of Ordinary Shares as that Holder would have been entitled to receive on conversion in accordance with Condition 10 (*Capital Adequacy Trigger*) (ignoring for these purposes the Issuer's right to make an election for a Conversion Shares Offer to be effected in accordance with

Condition 10(f) (*Conversion Shares Offer*) (if applicable) whether or not the conditions referred to in Condition 2(b) (*Subordination – conditions to payment*) are satisfied on the date upon which the same would otherwise be due and payable.

(e) ***Set-off***

Claims in respect of any Securities or Coupons may not be set-off, or be the subject of a counterclaim, by the Holder against or in respect of any of its obligations to the Issuer, the Trustee or any other person and every Holder waives, and shall be treated for all purposes as if it had waived, any right that it might otherwise have to set-off, or to raise by way of counterclaim, any claim of his in respect of any Securities or Coupons, against or in respect of any obligations of his to the Issuer, the Trustee or any other person. If, notwithstanding the preceding sentence, any Holder receives or recovers any sum or the benefit of any sum in respect of any Security or Coupon by virtue of any such set-off or counterclaim, such Holder shall hold the same on trust for the Issuer and shall pay the amount thereof to the Issuer or, in the event of the winding-up of the Issuer, to the liquidator of the Issuer.

(f) ***Trustee***

The provisions of this Condition 2 apply only to the principal and interest and any other amounts payable to the Securityholders and Couponholders in respect of the Securities and the Coupons and nothing in this Condition 2 or in Condition 10 (*Capital Adequacy Trigger*) or Condition 11 (*Enforcement*) shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof.

The Trustee shall have no responsibility for, or liability or obligation in respect of, any loss, claim or demand incurred as a result of or in connection with any non-payment of principal, interest or other amounts by reason of Condition 2(b) or Condition 5 (*Cancellation of Interest*) or conversion pursuant to Condition 10 (*Capital Adequacy Trigger*). Furthermore, the Trustee shall not be responsible for any calculation or the verification of any calculation in connection with any of the foregoing.

3. **Interest on Fixed Rate Securities and Resettable Securities**

(a) ***Interest on Fixed Rate Securities***

Subject to Conditions 2(b) (*Subordination – conditions to payments*), 5 (*Cancellation of Interest*) and 10(g) (*Accrued interest following a Capital Adequacy Trigger*), Securities which are specified in the relevant Pricing Supplement as being Fixed Rate Securities (each a "**Fixed Rate Security**") will bear interest on the principal amount of each Security at the applicable fixed rate or rates per annum specified in the relevant Pricing Supplement as the rates of interest (each a "**Rate of Interest**") from the Interest Commencement Date specified in the relevant Pricing Supplement. Interest will be payable in arrear on the Fixed Interest Payment Date(s). Subject to Conditions 2(b) (*Subordination – conditions to payment*), 5 (*Cancellation of Interest*) and 10(g) (*Accrued interest following a Capital Adequacy Trigger*), the first payment of interest will be made on the first Fixed Interest Payment Date following the Interest Commencement Date.

(b) ***Interest on Resettable Securities***

Subject to Conditions 2(b) (*Subordination – conditions to payment*), 5 (*Cancellation of Interest*) and 10(g) (*Accrued interest following a Capital Adequacy Trigger*), Securities which are specified in the relevant Pricing Supplement as being Resettable Securities (each a "**Resettable Security**") will bear interest on the principal amount of each Security:

- (i) from (and including) the Interest Commencement Date specified in the relevant Pricing Supplement until (but excluding) the First Resettable Security Reset Date at the Initial Rate of Interest;
- (ii) from (and including) the First Resettable Security Reset Date until (but excluding) the Second Resettable Security Reset Date or, if no such Second Resettable Security Reset Date is specified in the relevant Pricing Supplement, the Redemption Date (if any), at the First Reset Rate of Interest; and

- (iii) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest.

Subject to Conditions 2(b) (*Subordination – conditions to payment*), 5 (*Cancellation of Interest*) and 10(g) (*Accrued interest following a Capital Adequacy Trigger*), interest will be payable in arrear on the Resettable Security Interest Payment Date(s). The first payment of interest will be made on the first Resettable Security Interest Payment Date following the Interest Commencement Date.

(c) ***Fallback Provision for Resettable Securities***

(i) ***Mid-Swap Rate***

If the Resettable Security Reference Rate is specified in the applicable Pricing Supplement as Mid-Swap Rate, then, if on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the Resettable Security Margin, all as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 3(c)(i), the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the rate of interest as at the last preceding Resettable Security Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

For the purposes of this Condition 3(c)(i), "**Reference Banks**" means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

(ii) ***Resettable Security Interbank Rate***

If the Resettable Security Reference Rate is specified in the applicable Pricing Supplement as Resettable Security Interbank Rate, then if the Relevant Screen Page does not contain an appropriate page in respect of the Specified Currency, or if:

(A) Benchmarks other than CNH HIBOR

the Benchmark specified in the relevant Pricing Supplement is a Benchmark other than CNH HIBOR, fewer than two of the Relevant Rates appear at such time (other than where such Relevant Rate is a composite quotation or rate or is customarily supplied by one entity); or

(B) CNH HIBOR

the Benchmark specified in the relevant Pricing Supplement is CNH HIBOR, fewer than three of the Relevant Rates appear at such time (other than where such Relevant Rate is a composite quotation or rate or is customarily supplied by one entity),

or if the rates which appear as at such time do not apply to a period of a duration equal to the Relevant Period, the Resettable Security Interbank Rate in relation to such Reset Determination Date shall be determined by the Calculation Agent in accordance with the following provisions and the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for

the relevant Reset Period shall be the sum of the rates or arithmetic mean of the rates so determined (as applicable) and the Resettable Security Margin (as applicable), all as determined by the Calculation Agent.

The Calculation Agent will:

- (1) where the Specified Currency is euro:
 - (A) request the principal Euro-zone office of each of five major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in euro are offered by it at approximately 11.00 a.m. (Brussels time) on the Reset Determination Date to prime banks in the Euro-zone interbank market for a period equal to the Relevant Period in an amount that is representative for a single transaction in that market at that time; and
 - (B) discard the highest and lowest quotation and determine the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of a percentage point, 0.000005 being rounded upwards) of such remaining quotations. If fewer than three such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean (rounded, if necessary, as aforesaid) of the rates quoted by major banks in the Euro-zone interbank market, selected by the Calculation Agent, at approximately 11.00 a.m. (Brussels time) on the Reset Determination Date for loans in euro to leading Euro zone banks for a period equal to the Relevant Period and in an amount that is representative for a single transaction in that market at the time; or
- (2) where the Specified Currency is Renminbi, request the principal Hong Kong office of each of four major banks dealing in Renminbi in the Hong Kong inter-bank market to provide a quotation of the rate at which deposits in Renminbi are offered by it at approximately 11.1 a.m. (Hong Kong time) on the Reset Determination Date to prime banks in the Hong Kong interbank market for a period equal to the Relevant Period in an amount that is representative for a single transaction in that market at that time, and either (i) if two or more such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of a percentage point, 0.000005 being rounded upwards) of such quotations or (ii) if the Calculation Agent determines that fewer than two such quotations are provided as requested, the Calculation Agent will determine the rate or the arithmetic mean (rounded, if necessary, as aforesaid) of the rates at approximately 11.15 a.m. (Hong Kong time) on the Reset Determination Date for loans in Renminbi to leading Hong Kong banks for a period equal to the Relevant Period and in an amount that is representative for a single transaction in that market at the time, which any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Hong Kong inter-bank market; or
- (3) in any other case, request appropriate quotations and will determine the arithmetic mean of the rate at which deposits in the Specified Currency are offered by three major banks (or, if fewer than three rates are so quoted, two major banks, or, if fewer than two rates are quoted, one major bank) in the London interbank market, selected by the Calculation Agent, at approximately 11.00 a.m. (London time) on the Reset Determination Date in respect of the relevant Reset Period to

prime banks in the London interbank market for a period equal to the Relevant Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

provided that, in each case, if the rate cannot be determined in accordance with the foregoing provisions, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the rate of interest as at the last preceding Resettable Security Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

(d) ***Notification of Rate of Interest for Resettable Securities***

The Agent Bank will cause the First Reset Rate of Interest or (if applicable) the relevant Subsequent Reset Rate of Interest for each interest period to be notified to the Issuer, the Principal Paying and Conversion Agent, for as long as such Securities are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, to such listing authority, stock exchange and/or quotation system in accordance with the rules thereof, and, for as long as such Securities are represented by Securities in global form, Euroclear and/or Clearstream, Luxembourg and/or such other clearing system or depository as may be set out in the relevant Pricing Supplement as soon as possible after the determination thereof but in any event no later than the fourth business day thereafter. In respect of Resettable Securities which are in definitive form, the Agent Bank will give notice to the Securityholders of the First Reset Rate of Interest and (if applicable) the relevant Subsequent Reset Rate of Interest in accordance with the provisions of Condition 15 (*Notices*).

(e) ***Fixed Coupon Amounts and Resettable Coupon Amounts***

If the Fixed Rate Securities are in definitive form and a Fixed Coupon Amount is specified in the relevant Pricing Supplement, the amount of interest payable in respect of each Fixed Rate Security for any Interest Period shall be the relevant Fixed Coupon Amount multiplied by a fraction equal to the Specified Denomination of such Security divided by the Calculation Amount and, if the Securities are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount multiplied by a fraction equal to that relevant Specified Denomination divided by the Calculation Amount.

If the Resettable Securities are in definitive form and a Resettable Coupon Amount is specified in the relevant Pricing Supplement in relation to a Resettable Security Interest Payment Date, the amount of interest payable in respect of each Resettable Security on such a Resettable Security Interest Payment Date shall be the relevant Resettable Coupon Amount multiplied by a fraction equal to the Specified Denomination of such Security divided by the Calculation Amount and, if the Securities are in more than one Specified Denomination, shall be the relevant Resettable Coupon Amount multiplied by a fraction equal to that relevant Specified Denomination divided by the Calculation Amount

(f) ***Calculation of Interest Amount for Fixed Securities or Resettable Securities***

Except in the case of Fixed Rate Securities and Resettable Securities in definitive form where an applicable Fixed Coupon Amount or (as the case may be) Resettable Coupon Amount in relation to an Interest Period is specified in the relevant Pricing Supplement, the amount of interest payable in respect of a Fixed Rate Security or (as the case may be) Resettable Security in relation to any period shall be calculated by applying the Rate of Interest (in the case of a Fixed Rate Security) or the Initial Rate of Interest, First Reset Rate of Interest or (if applicable) relevant Subsequent Reset Rate of Interest (in the case of a Resettable Security) to:

- (i) in the case of Fixed Rate Securities or, as the case may be, Resettable Securities which are represented by a Security in global form, the principal amount of the Securities represented by such Security in global form during such Interest Period; or
- (ii) in the case of Fixed Rate Securities or, as the case may be, Resettable Securities in definitive form, the Calculation Amount during such Interest Period, as so specified in the relevant Pricing Supplement,

in each case, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest applicable sub-unit of the currency in which the Security is denominated or, as the case may be, in which such interest is payable (one half of any sub-unit being rounded upwards). For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent. Where the Specified Denomination of a Fixed Rate Security or, as the case may be, Resettable Security in definitive form comprises more than one Calculation Amount, the amount of interest payable in respect of such Security shall be the aggregate of the amounts determined in the manner provided above for each Calculation Amount comprising the Specified Denomination without any further rounding.

(g) ***Determination or Calculation by an agent appointed by the Trustee in relation to Resettable Securities***

If the Calculation Agent does not at any time for any reason determine the First Reset Rate of Interest or Subsequent Reset Rate of Interest, the Trustee may (at the expense of the Issuer) appoint an agent to do so and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, such agent appointed by the Trustee shall apply the foregoing provisions of this Condition 3, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(h) ***Certificates, etc. to be Final***

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purpose of the provisions of this Condition 3 whether by the Calculation Agent, Agent Bank or any agent appointed by the Trustee shall (in the absence of manifest error) be binding on the Issuer, the Trustee, any agent appointed by the Trustee, the Paying Agents, (where appropriate) the Registrar and the Holders of Securities and of the Coupons appertaining thereto. No Holder of Securities or of the Coupons appertaining thereto shall be entitled to proceed against the Calculation Agent, the Agent Bank, the Trustee, any agent appointed by the Trustee, the Paying Agents, the Registrar or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder.

(i) ***Cessation of Interest Accrual***

Without prejudice to Conditions 2(b) (*Subordination – conditions to payments*), 5 (*Cancellation of Interest*) and 10(g) (*Accrued interest following a Capital Adequacy Trigger*), interest will cease to accrue on each Fixed Rate Security or Resettable Security on the Redemption Date (if any) unless, upon due presentation thereof or, in the case of a Registered Security, upon such due date, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue (as well after as before any judgment) up to and including the date on which, in the case of a Bearer Security, upon further presentation thereof, payment in full of the principal amount due in respect of such Fixed Rate Security or (as the case may be) Resettable Security is made or (if earlier) the date upon which notice is duly given to the Holder of such Fixed Rate Security or (as the case may be) Resettable Security that sufficient funds for payment of the principal amount due in respect of it, together with accrued interest, have been received by the Principal Paying and Conversion Agent or the Trustee or, in the case of a Registered Security, the date on which payment in full is made.

4. **Interest on Floating Rate Securities**

(a) ***Accrual of Interest***

Subject to Conditions 2(b) (*Subordination – conditions to payments*), 5 (*Cancellation of Interest*) and 10(g) (*Accrued interest following a Capital Adequacy Trigger*), Securities which are specified in the relevant Pricing Supplement as being Floating Rate Securities (each a "**Floating Rate Security**") bear interest on the principal amount of each Security from the Interest Commencement Date specified in the relevant Pricing Supplement.

Without prejudice to 2(b) (*Subordination – conditions to payments*), 5 (*Cancellation of Interest*) and 10(g) (*Accrued interest following a Capital Adequacy Trigger*), interest will cease to accrue on each Floating Rate Security on its Redemption Date (if any) unless, upon due presentation thereof or, in the case of a Registered Security, upon such due date, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue (as well after as before any judgment) up to and including the date on which, in the case of a Bearer Security, upon further presentation thereof, payment in full of the principal amount due in respect of such Security is made or (if earlier) the date upon which notice is duly given to the Holder of such Security that sufficient funds for payment of the principal amount due in respect of it, together with accrued interest, have been received by the Principal Paying and Conversion Agent or the Trustee or, in the case of a Registered Security, the date on which payment in full is made.

(b) ***Interest Payment Dates and Interest Periods***

Subject to Conditions 2(b) (*Subordination – conditions to payments*), 5 (*Cancellation of Interest*) and 10(g) (*Accrued interest following a Capital Adequacy Trigger*), interest on each Floating Rate Security will be payable in arrear on the Interest Payment Date(s). The first payment of interest will be made on the first Interest Payment Date following the Interest Commencement Date.

The period from (and including) the Interest Commencement Date up to (but excluding) the first Interest Payment Date and each period thereafter from (and including) an Interest Payment Date to (but excluding) the next Interest Payment Date is referred to herein as an "**Interest Period**".

(c) ***Rate of Interest***

The rate at which Floating Rate Securities will bear interest (the "**Rate of Interest**") shall be determined by the Agent Bank on the basis of the following provisions:

- (i) the Rate of Interest in respect of an Interest Period and a Specified Currency shall, subject as provided below, be:

(A) ***Benchmarks other than CNH HIBOR***

if the Benchmark specified in the relevant Pricing Supplement is a Benchmark other than CNH HIBOR, the Relevant Rate of the Benchmark (where such Relevant Rate is a composite quotation or interest rate per annum or is customarily supplied by one entity) or the arithmetic mean rounded upwards, if necessary, to the nearest 0.00001 per cent. of the Relevant Rates of the Benchmark for the Relevant Period which appear on the Relevant Screen Page as at, in the case of LIBOR, 11.00 a.m. (London time) or, in the case of EURIBOR, 11.00 a.m. (Brussels time) on the Interest Determination Date; or

(B) ***CNH HIBOR***

if the Benchmark specified in the relevant Pricing Supplement is CNH HIBOR, the Relevant Rate of the Benchmark or the arithmetic mean of the Relevant Rates rounded upwards, if necessary, to the nearest 0.00001 per cent. of the Relevant Rates of the Benchmark for the Relevant Period which appear on the Relevant Screen Page as at 11.1 a.m. (Hong Kong time) or, if at or around that time the Agent Bank is notified that the fixing will be published at 2.30 p.m. (Hong Kong time), then 2.30 p.m. (Hong Kong time) on the Interest Determination Date,

and in each case plus or minus (as appropriate) the percentage rate per annum (if any) over or under the Relevant Rate or, as the case may be, arithmetic mean of the Relevant Rates of the Benchmark by which the Rate of Interest is to be determined as set out in the relevant Pricing Supplement (the "**Margin**"), all as determined by the Agent Bank;

- (ii) if the Relevant Screen Page does not contain an appropriate page in respect of the Specified Currency, or if,

(A) *Benchmarks other than CNH HIBOR*

the Benchmark specified in the relevant Pricing Supplement is a Benchmark other than CNH HIBOR, fewer than two of the Relevant Rates appear at such time (other than where such Relevant Rate is a composite quotation or rate or is customarily supplied by one entity); or

(B) *CNH HIBOR*

the Benchmark specified in the relevant Pricing Supplement is CNH HIBOR, fewer than three of the Relevant Rates appear at such time (other than where such Relevant Rate is a composite quotation or rate or is customarily supplied by one entity),

or if the rates which appear as at such time do not apply to a period of a duration equal to the Relevant Period, the Rate of Interest for such Interest Period, shall be the Fallback Rate as set out in paragraph (iii) below plus or minus, as applicable, the applicable Margin;

(iii) to determine the "**Fallback Rate**" in the circumstances set out in (ii) above, the Agent Bank will:

(A) where the Specified Currency is euro:

- (1) request the principal Euro-zone office of each of five major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in euro are offered by it at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date to prime banks in the Euro-zone interbank market for a period equal to the Relevant Period in an amount that is representative for a single transaction in that market at that time; and
- (2) discard the highest and lowest quotation and determine the arithmetic mean (rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards) of such remaining quotations. If fewer than three such quotations are provided as requested, the Agent Bank will determine the arithmetic mean (rounded, if necessary, as aforesaid) of the rates quoted by major banks in the Euro-zone interbank market, selected by the Agent Bank, at approximately 11.00 a.m. (Brussels time) on the first day of the relevant Interest Period for loans in euro to leading Euro-zone banks for a period equal to the Relevant Period and in an amount that is representative for a single transaction in that market at the time; or

(B) where the Specified Currency is Renminbi, request the principal Hong Kong office of each of four major banks dealing in Renminbi in the Hong Kong interbank market to provide a quotation of the rate at which deposits in Renminbi are offered by it at approximately 11.1 a.m. (Hong Kong time) on the Interest Determination Date to prime banks in the Hong Kong interbank market for a period equal to the Relevant Period in an amount that is representative for a single transaction in that market at that time, and either (i) if two or more such quotations are provided as requested, the Agent Bank will determine the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of a percentage point, 0.00000 being rounded upwards) of such quotations or (ii) if the Agent Bank determines that fewer than two such quotations are provided as requested, the Agent Bank will determine the rate or the arithmetic mean (rounded, if necessary, as aforesaid) of the rates at approximately 11.15 a.m. (Hong Kong time) on the first day of the relevant Interest Period for loans in Renminbi to leading Hong Kong banks for a period equal to the Relevant Period and in an amount that is representative for a single transaction in that market at the time, which any one or more banks (which bank or banks is or are

in the opinion of the Agent Bank suitable for such purpose) informs the Agent Bank it is quoting to leading banks in the Hong Kong inter-bank market, provided that, if the rate cannot be determined in accordance with the foregoing provisions of this paragraph, the rate shall be determined as at the last preceding Interest Determination Date; or

(C) in any other case, request appropriate quotations and will determine the arithmetic mean of the rate at which deposits in the Specified Currency are offered by three major banks (or, if fewer than three rates are so quoted, two major banks, or, if fewer than two rates are quoted, one major bank) in the London interbank market, selected by the Agent Bank, at approximately 11.00 a.m. (London time) on the Interest Determination Date in respect of the relevant Interest Period to prime banks in the London interbank market for a period equal to the Relevant Period and in an amount that is representative for a single transaction in the relevant market at the relevant time.

(iv) The relevant Pricing Supplement may specify a maximum rate of interest (a "**Maximum Rate of Interest**"). If a Maximum Rate of Interest is so specified, then the Rate of Interest in respect of an Interest Period shall in no event be greater than such Maximum Rate of Interest.

(v) The relevant Pricing Supplement may specify a minimum rate of interest (a "**Minimum Rate of Interest**"). If a Minimum Rate of Interest is so specified, then the Rate of Interest in respect of an Interest Period shall in no event be lower than such Minimum Rate of Interest.

(d) ***Determination of Rate of Interest and Calculation of Interest Amount***

The Agent Bank will, as soon as practicable after, in the case of LIBOR, 11.00 a.m. (London time) or, in the case of EURIBOR, 11.00 a.m. (Brussels time) or, in the case of CNH HIBOR, 11.15 a.m. (Hong Kong time) or as may be set out in the relevant Pricing Supplement on each Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable in respect of each denomination of the relevant Floating Rate Securities (the "**Interest Amount**") for the relevant Interest Period.

The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to:

(i) in the case of Floating Rate Securities which are represented by a Security in global form, the principal amount of the Securities represented by such Security in global form during such Interest Period; or

(ii) in the case of Floating Rate Securities in definitive form, the Calculation Amount during such Interest Period, as so specified in the relevant Pricing Supplement,

and in each case multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent. Where the Specified Denomination of a Floating Rate Security in definitive form comprises more than one Calculation Amount, the amount of interest payable in respect of such Security shall be the aggregate of the amounts determined in the manner provided above for each Calculation Amount comprising the Specified Denomination without any further rounding.

(e) ***Linear Interpolation***

Where "Linear Interpolation" is specified as applicable in respect of an Interest Period in the relevant Pricing Supplement, the Rate of Interest for such Interest Period shall be calculated by the Agent Bank by straight-line linear interpolation by reference to two rates based on the Relevant Screen Page, one of which shall be determined as if the Relevant Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period

and the other of which shall be determined as if the Relevant Period were the period of time for which rates are available next longer than the length of the relevant Interest Period; **provided, however, that** if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Agent Bank shall determine such rate at such time and by reference to such sources as it determines appropriate.

(f) ***Notification of Rate of Interest and Interest Amount***

The Agent Bank will cause the Rate of Interest, the Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Principal Paying and Conversion Agent, for as long as such Securities are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, to such listing authority, stock exchange and/or quotation system in accordance with the rules thereof, and, for as long as such Securities are represented by Securities in global form, Euroclear and/or Clearstream, Luxembourg and/or such other clearing system or depository as may be set out in the relevant Pricing Supplement as soon as possible after the determination thereof but in any event no later than the fourth business day thereafter. In respect of Floating Rate Securities which are Securities in definitive form, the Agent Bank will give notice to the Securityholders of the Rate of Interest, the Interest Amount and the relevant Interest Payment Date in accordance with the provisions of Condition 15 (*Notices*). The Interest Amount and the Interest Payment Date so notified in respect of any Securities may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified, for as long as such Securities are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, to such listing authority, stock exchange and/or quotation system in accordance with the rules thereof.

(g) ***Determination or Calculation by agent appointed by the Trustee***

If the Agent Bank does not at any time for any reason determine the Rate of Interest or calculate the Interest Amount, the Trustee may (at the expense of the Issuer) appoint an agent to do so and such determination or calculation shall be deemed to have been made by the Agent Bank. In doing so, such agent appointed by the Trustee shall apply the foregoing provisions of this Condition 4, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(h) ***Certificates, etc. to be Final***

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purpose of the provisions of this Condition 4 whether by the Agent Bank or any agent appointed by the Trustee shall (in the absence of manifest error) be binding on the Issuer, the Trustee (or such agent appointed by the Trustee), the Paying Agents, (where appropriate) the Registrar and the Holders of Securities and of the Coupons appertaining thereto. No Holder of Securities or of the Coupons appertaining thereto shall be entitled to proceed against the Agent Bank, the Trustee or any agent appointed by the Trustee, the Paying Agents, the Registrar or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions hereunder.

5. ***Cancellation of Interest***

(a) ***Interest Payments Discretionary***

The Issuer shall be entitled at its full discretion to cancel (in whole or in part) any amounts of interest otherwise payable in respect of the Securities on any date. Unless otherwise specified, references in these Conditions to a payment of interest being "cancelled" (and similar references) shall include cancellation by reason of it not being due in accordance with Condition 2(b) (*Subordination – conditions to payments*), the cancellation of such payment of interest (or relevant part thereof) in accordance with Condition 5(b) (*Restrictions on Interest Payments*) or 10(g) (*Accrued interest following a Capital Adequacy Trigger*) or, as appropriate, the Issuer's

exercise of its discretion otherwise to cancel such payment of interest (or relevant part thereof) in accordance with this Condition 5(a).

If the Issuer does not make any such payment of interest (or any part thereof) on the relevant date for payment, such non-payment shall evidence the non-payment and cancellation of such payment of interest (or relevant part thereof) and accordingly such interest shall not in any such case be due and payable.

Any payment of interest (or relevant part thereof) which is cancelled shall not become due and shall not accumulate or be payable at any time after its cancellation, and Securityholders shall have no rights in respect thereof and any such cancellation or non-payment (in whole or in part) shall not constitute a default or event of default on the part of the Issuer for any purpose.

(b) ***Restrictions on Interest Payments***

Without prejudice to (1) Condition 5(a) (*Interest Payments Discretionary*) above or (2) the prohibition contained in Article 141(2) of the CRD IV Directive (and any implementation of such provision in the United Kingdom or, as the case may be, any succeeding provision amending or replacing such Article or any such implementing provision) on the making of payments on the Securities before the Maximum Distributable Amount has been calculated, if and to the extent that on any date on which interest is payable in respect of the Securities:

- (i) the amount of Relevant Distributions relating to such date exceeds the amount of Distributable Items; or
- (ii) the aggregate of (A) the relevant interest amount payable in respect of the Securities and (B) the amounts of any distributions of the kind referred to in Article 141(2) of the CRD IV Directive (and in any implementation thereof in the United Kingdom or, as the case may be, in any succeeding provision amending or replacing such Article or any such implementing provision) exceeds the Maximum Distributable Amount (if any) applicable to the Issuer as of such date; or
- (iii) the Lead Regulator applicable to the Issuer orders the Issuer to cancel (in whole or in part) the interest otherwise payable on such date,

the Issuer shall cancel (in whole or, as the case may be, in part) the interest otherwise payable on such date.

The Issuer shall be responsible for determining compliance with this Condition 5(b) and neither the Trustee, the Agent Bank nor any Paying Agent, Transfer Agent or Calculation Agent shall be required to monitor such compliance or to perform any calculations in connection therewith.

(c) ***Notice of Interest Cancellation***

If practicable, the Issuer shall give notice of any cancellation of any interest to the Securityholders in accordance with Condition 15 (*Notices*) and to the Trustee and the Principal Paying and Conversion Agent on or prior to the relevant date on which such interest would otherwise have been payable; **provided, however, that** any failure to provide such notice will not invalidate the cancellation of the relevant payment of interest.

6. **Redemption and Purchase**

(a) ***No Fixed Redemption Date***

The Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 2(b) (*Subordination – conditions to payments*) and Condition 6(f) (*Capital Adequacy Trigger Notice*)) only have the right to repay them or purchase them in accordance with the following provisions of this Condition 6.

(b) ***Redemption for Taxation Reasons***

Subject to Conditions 2(b) (*Subordination – conditions to payments*), 6(f) (*Capital Adequacy Trigger Notice*), the final paragraph of this Condition 6(b) and Condition 6(h) (*Supervisory Consent*), if the Issuer satisfies the Trustee immediately prior to the giving of the notice referred to below that:

- (i) on a subsequent date for the payment of interest on any Series of Securities the Issuer would be required to pay any additional amounts in accordance with the provisions of Condition 7; or
- (ii) if the Issuer were to seek to redeem the Securities on a subsequent date (for which purpose no regard shall be had as to whether or not the Issuer would otherwise be entitled to redeem such Securities), the Issuer would (notwithstanding its having made such endeavours as the Trustee shall consider reasonable) be required to pay any additional amounts in accordance with the provisions of Condition 7; or
- (iii) unless the relevant Pricing Supplement specifies that this Condition 6(b)(iii) does not apply, on a subsequent date for the payment of interest on any Series of Securities, interest payments (or funding costs of the Issuer as recognised in its accounts) under or with respect to the Securities are no longer fully deductible for UK corporation tax purposes; or
- (iv) the relevant Securities would no longer be treated as loan relationships for United Kingdom tax purposes; or
- (v) any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date, would, as a result of the Securities being in issue, result in the Issuer not being able to have losses or deductions set against the profit or gains, or profits or gains offset by the losses or deductions, of companies with which it is or would otherwise be so grouped for applicable United Kingdom tax purposes (whether under the group relief system current as at the Issue Date or any similar system or systems having like effect as may from time to time exist); or
- (vi) a future write-down of the principal amount of the Securities or conversion of the Securities into Ordinary Shares would result in a United Kingdom tax liability, or the receipt of income or profit which would be subject to United Kingdom tax, which would not otherwise have been the case as at the Issue Date of the relevant Securities; or
- (vii) the relevant Securities or any part thereof will become treated as a derivative or an embedded derivative for United Kingdom tax purposes,

then, the Issuer may, having given not less than thirty nor more than forty-five days' notice (ending, in the case of Floating Rate Securities, on an Interest Payment Date) to the Securityholders (which notice shall, subject to Conditions 2(b) (*Subordination – conditions to payments*) and 6(f) (*Capital Adequacy Trigger Notice*), be irrevocable) in respect of such Series of Securities, redeem all, but not some only, of the Securities, at their principal amount or such other redemption amount as may be set out in the relevant Pricing Supplement together with (to the extent not cancelled pursuant to these Conditions) interest accrued and unpaid, if any, to the date fixed for redemption **provided that** no such notice of redemption shall be given earlier than ninety days (or in the case of Floating Rate Securities a number of days which is equal to the aggregate of the number of days in the then current Interest Period plus sixty days **provided that** such aggregate number of days shall not be greater than ninety days) prior to the earliest date on which the relevant circumstances described in the relevant paragraph of (i) to (vii) above would occur.

Subject only to the obligation of the Issuer to use such endeavours as aforesaid, it shall be sufficient, to establish the circumstances required to be established pursuant to this

Condition 6(b), if the Issuer shall deliver to the Trustee a certificate or opinion of an independent legal adviser or accountant satisfactory to the Trustee to the effect either that such circumstances do exist or that, upon a change in or amendment to the laws (including any regulations pursuant thereto), or in the interpretation, application or administration thereof, of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, which at the date of such certificate or opinion is proposed and in the opinion of such legal adviser or accountant is reasonably expected to become effective on or prior to the date on which the relevant circumstances described in the relevant paragraph of (i) to (vii) above would otherwise occur and for these purposes, the Trustee shall accept such certificate or opinion without further enquiry as sufficient evidence of the existence of such circumstances and such certificate or opinion shall be conclusive and binding on the Securityholders and any Couponholders.

(c) ***Redemption at the Option of the Issuer***

Subject to Condition 2(b) (*Subordination – conditions to payments*), Condition 6(f) (*Capital Adequacy Trigger Notice*) and Condition 6(h) (*Supervisory Consent*), where this Condition 6(c) is stated to be applicable in the relevant Pricing Supplement, Securities shall be redeemable at the option of the Issuer. In such case, the Issuer may, (i) on any Call Option Date during any Call Option Period, in each case as specified in the relevant Pricing Supplement, on giving (in accordance with Condition 15) not less than thirty nor more than sixty days' notice to the Securityholders (or such other period specified in the relevant Pricing Supplement) (which notice shall, subject to Conditions 2(b) (*Subordination – conditions to payments*) and 6(f) (*Capital Adequacy Trigger Notice*), be irrevocable) specifying the date fixed for such redemption.

On the date so fixed, the Issuer shall, subject to Conditions 2(b) (*Subordination – conditions to payments*) and 6(f) (*Capital Adequacy Trigger Notice*), redeem all of such Securities (or, if so specified in the relevant Pricing Supplement and subject as therein specified, some only of the Securities) at their principal amount or such other redemption amount as set out in the relevant Pricing Supplement together with (to the extent not cancelled pursuant to these Conditions) interest accrued thereon to the date fixed for redemption.

If the Securities of a Series are to be redeemed in part only on any date in accordance with this Condition 6(c):

- (i) in the case of Bearer Securities (other than a temporary global Security or permanent global Security), the Securities to be redeemed shall be drawn by lot in such European city as the Principal Paying and Conversion Agent may specify, or identified in such other manner or in such other place as the Principal Paying and Conversion Agent and the Trustee may approve and deem appropriate and fair; and
- (ii) in the case of Registered Securities, the Securities shall be redeemed (so far as may be practicable) *pro rata* to their principal amounts, **provided always that** the amount redeemed in respect of each Security shall be equal to the minimum denomination thereof or an appropriate multiple thereof,

subject always to compliance with all applicable laws and the requirements of each listing authority, stock exchange and/or quotation system (if any) by which the relevant Securities may have been admitted to listing, trading and/or quotation.

In the case of the redemption of part only of a Registered Security, a new Registered Security in respect of the unredeemed balance shall be issued in accordance with Condition 14 (*Replacement, Exchange and Transfer*) which shall apply as in the case of a transfer of Registered Securities as if such new Registered Security were in respect of the untransferred balance.

(d) ***Purchases***

Subject to Condition 6(h) (*Supervisory Consent*), the Issuer or any holding or subsidiary company of it or any subsidiary of any such holding company may at any time purchase Securities at any price in the open market or otherwise and may resell the same.

(e) ***Redemption upon Capital Disqualification Event***

Subject to Condition 2(b) (*Subordination – conditions to payments*), Condition 6(f) (*Capital Adequacy Trigger Notice*) and Condition 6(h) (*Supervisory Consent*), if this Condition 6(e) is specified as being applicable in the relevant Pricing Supplement, then, following the occurrence of a Capital Disqualification Event, the Issuer may, within ninety days of the occurrence of the relevant Capital Disqualification Event and on giving not less than thirty nor more than sixty days' (ending, in the case of Floating Rate Securities, on an Interest Payment Date) to the Trustee (with a copy to the Principal Paying and Conversion Agent) and to the Securityholders in accordance with Condition 15 (which notice shall, subject to Conditions 2(b) (*Subordination – conditions to payments*) and 6(f) (*Capital Adequacy Trigger Notice*), be irrevocable), at its option, redeem all, but not some only, of the Securities at the Capital Disqualification Event Early Redemption Price, together with (to the extent not cancelled pursuant to these Conditions) interest accrued and unpaid, if any, to the date fixed for redemption.

Prior to giving the above notice to the Trustee pursuant to this Condition 6(e), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that a Capital Disqualification Event has occurred and is continuing, the Trustee shall accept such certificate without further inquiry as sufficient evidence of the same and it shall be conclusive and binding on the Securityholders and any Couponholders.

(f) ***Capital Adequacy Trigger Notice***

The Issuer may not give a notice of redemption of any Series of Securities pursuant to this Condition 6 if a Capital Adequacy Trigger Notice has been given in respect of such Securities. If a Capital Adequacy Trigger Notice is given after a notice of redemption shall have been given by the Issuer but before the relevant Redemption Date, such notice of redemption shall automatically be revoked and be null and void and the relevant Securities shall not be redeemed.

(g) ***Cancellation***

All Securities redeemed pursuant to paragraph (b), (c) or (e) of this Condition 6 shall, and all Securities purchased pursuant to paragraph (d) of this Condition 6 may, at the option of the Issuer, be cancelled forthwith (together with, in the case of Bearer Securities in definitive form, all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith) by the Paying Agent through which they are redeemed or by the Principal Paying and Conversion Agent to which they are surrendered. All Securities redeemed or purchased and cancelled as aforesaid may not be re-issued or resold and the obligations of the Issuer in respect of any such Securities shall be discharged.

(h) ***Supervisory Consent***

The Issuer may only exercise a right to redeem or purchase Securities pursuant to Conditions 6(b) (*Redemption for Taxation Reasons*), 6(c) (*Redemption at the Option of the Issuer*), 6(d) (*Purchases*) or 6(e) (*Redemption upon Capital Disqualification Event*):

- (i) in the case of a redemption pursuant to Condition 6(e) (*Redemption upon Capital Disqualification Event*) where the date fixed for redemption falls before the fifth anniversary of the Issue Date, if the Issuer has first complied with the Regulatory Preconditions and obtained any Relevant Supervisory Consent; and
- (ii) in any other case, unless the relevant Securities have (or will have on the date fixed for redemption or purchase) ceased fully to qualify as part of the Issuer's regulatory capital, if the Issuer has first:
 - (A) obtained any Relevant Supervisory Consent; and
 - (B) in the case of a redemption pursuant to Condition 6(b) (*Redemption for Taxation Reasons*) where the date fixed for redemption falls before the fifth anniversary of the Issue Date, complied with the Regulatory Preconditions.

For these purposes, as between the Issuer and the Securityholders, the Issuer shall be deemed to have complied with items (i) or (ii) above (as and where applicable) if it has obtained a Relevant Supervisory Consent, and a certificate signed by two authorised signatories of the Issuer stating that it has obtained a Relevant Supervisory Consent delivered to the Trustee (who shall accept such certificate without further inquiry as sufficient evidence of the same) shall be conclusive as to the Issuer having obtained such consent and shall be binding on the Securityholders.

7. **Taxation**

All payments by the Issuer of principal and interest in respect of the Securities will be made without withholding or deduction for or on account of any taxes, duties, assessments or governmental charges of whatever nature, present or future, as are imposed or levied by or on behalf of the United Kingdom (or any authority or political subdivision therein or thereof having power to tax) unless the Issuer is required by law to withhold or deduct any such taxes, duties, assessments or governmental charges.

In that event, the Issuer will pay such additional amounts in respect of any payments of interest in respect of the Securities (but not, for the avoidance doubt, in respect of any payments of principal in respect of the Securities) as may be necessary in order that the net amounts of interest in respect of the Securities received by the Securityholders or Couponholders, as the case may be, after such withholding or deduction shall equal the respective amounts of interest which would have been received in respect of the Securities and/or, as the case may be, Coupons, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Security or Coupon:

- (a) to, or to a third party on behalf of, a Holder of a Security or Coupon who is liable to such taxes, duties, assessments or governmental charges in respect of such Security or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of such Security or Coupon; or
- (b) unless it is proved, in the case of Bearer Securities, to the satisfaction of the Principal Paying and Conversion Agent or the Paying Agent to whom the same is presented, or, in the case of Registered Securities, to the satisfaction of the Registrar, that the Holder is unable to avoid such withholding or deduction by satisfying any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to a Paying Agent or the relevant tax authorities (as applicable) or by notifying (and/or presenting evidence of such notification to) any tax authorities of such payment of interest or by presenting the relevant Security or Coupon at the specified office of another Paying Agent (whether within or outside the European Union); or
- (c) more than thirty days after the Relevant Date (defined below) except, in the case of Bearer Securities, to the extent that the Holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of thirty days; or
- (d) to, or to a third party on behalf of, a Holder who is not the sole beneficial owner of the Security or any Coupon, or a portion of either, or that is a fiduciary or partnership, but only to the extent that a beneficiary or settlor with respect to the fiduciary or a beneficial owner or member of the partnership would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment.

As used herein the "**Relevant Date**" means the date on which such payment first becomes due but, in the case of Bearer Securities, if the full amount of the money payable has not been received by the Principal Paying and Conversion Agent or the Trustee on or prior to such due date, it means the date on which, the full amount of such money having been so received, notice to that effect shall have been duly given to the relevant Securityholders in accordance with Condition 15 (*Notices*).

Any reference in these Conditions to principal or interest or both in respect of the relevant Securities shall be deemed to include, as applicable:

- (i) any additional amounts in respect of payments of interest which may be payable under this Condition 7 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed;
- (ii) the principal amount payable on the relevant Securities on the Redemption Date (if any); and
- (iii) any premium and any other amounts which may be payable under or in respect of the relevant Securities.

Notwithstanding any other provision in these Conditions, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code of 1986 Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of FATCA withholding.

8. **Payments**

(a) ***Bearer Securities***

Payments of principal and interest (if any) in respect of Bearer Securities will (subject as provided below) be made against presentation and surrender of the relevant Security or, in the case of payments of interest, surrender of the relevant Coupon at the specified office of any Paying Agent outside the United States (subject to the next paragraph).

Payments of amounts due in respect of interest on Bearer Securities and exchanges of Talons for Coupon sheets will not be made at the specified office of any Paying Agent in the United States (as defined in the U.S. Internal Revenue Code of 1986 and Regulations thereunder) unless (a) payment in full of amounts due in respect of interest on such Securities when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (b) such payment or exchange is permitted by applicable United States law, in which case the Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

If the due date for payment of any amount due in respect of any Bearer Security is not both a Relevant Financial Centre Day and (unless the Securities are in global form) a Local Banking Day (each as defined below), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 3 or 4, as appropriate.

Upon the Redemption Date of any Bearer Security in definitive form, all unmatured Coupons and Talons (if any) relating to such Bearer Security in definitive form (whether or not attached) shall become void and no payment shall be made in respect of them.

Upon any Bearer Securities in definitive form becoming due and repayable, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

In relation to Bearer Securities in definitive form initially delivered with Talons attached thereto, on or after the date on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside the United States (save as provided above) in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 12 (*Prescription*). Each Talon shall, for the purpose of these Conditions, be deemed to mature on the Fixed Interest Payment Date, Resettable Security Interest Payment Date or Interest Payment Date (as applicable) on which the final Coupon comprised in the relative Coupon sheet matures.

If (otherwise than by reason of the application of the above) the Redemption Date (if any) of any Bearer Security in definitive form is not a Fixed Interest Payment Date, a Resettable Security Interest Payment Date or an Interest Payment Date (as applicable) for the payment of a Coupon appertaining thereto, interest accrued (if any) in respect of such Security from (and including) the last preceding Fixed Interest Payment Date, Resettable Security Interest Payment Date or Interest Payment Date (as applicable) for the payment of a Coupon (or from the Issue Date or the Interest Commencement Date, as the case may be) will be paid only against surrender of such Bearer Security and all unmatured Coupons appertaining thereto.

(b) ***Registered Securities***

Payment of the amount due on redemption (in accordance with Condition 6 (*Redemption and Purchase*)) (the "**Redemption Amount**") in respect of Registered Securities will be made against presentation and, save in the case of partial payment of the Redemption Amount, surrender of the relevant Registered Securities at the specified office of the Registrar.

Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Securities will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the Register kept by the Registrar at the close of business (local time in the place of the specified office of the Registrar) on the fifteenth day prior to the due date for such payment (the "**Record Date**").

If the due date for payments of amounts in respect of any Registered Security is not both a Relevant Financial Centre Day and (if such Security is not in global form and in relation to payments of the Redemption Amount only) a Local Banking Day, then the Holder thereof will not be entitled to payment thereof until the next day which is such a day and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 3 or 4, as appropriate.

Payment will be made in the currency in which such amount is due either by cheque posted to the Securityholder's registered address (or, in the case of joint Holders, the first-named) not later than the relevant due date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account denominated in the relevant currency, in each case as specified in paragraph (d) below.

(c) ***Renminbi-denominated Securities - Payment of U.S. Dollar Equivalent***

This Condition 8(c) only applies to Securities in relation to which the Specified Currency of denomination and payment is Renminbi.

Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments of principal or interest in respect of the Securities when due in Renminbi in Hong Kong, the Issuer may, on giving not less than five or more than 30 calendar days' irrevocable notice to the Principal Paying and Conversion Agent and Holders in accordance with Condition 15 (*Notices*) prior to the due date for payment, settle any such payment in U.S. Dollars on the due date (or if such date is not a Relevant Business Day, on the next succeeding Relevant Business Day) at the U.S. Dollar Equivalent of any such Renminbi denominated amount.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8(c) by the Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Trustee, the Paying Agents and all Holders.

(d) ***General Provisions***

The following provisions apply to both Bearer Securities and Registered Securities. Payments of amounts due (whether principal, interest or otherwise) in respect of Securities will be made in the currency in which such amount is due either (a) by cheque, or (b) at the option of the payee, by

transfer to an account denominated in the relevant currency specified by the payee, except where payments of amounts due (whether principal, interest or otherwise) in respect of Securities are in Renminbi, such payments will be made by credit or transfer to an account denominated in Renminbi and maintained by the payee with a bank in Hong Kong in accordance with applicable laws, rules and regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to settlement in Renminbi in Hong Kong). Payments of principal, interest and other amounts (if any) in respect of Securities are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment but without prejudice to the provisions of Condition 7 (*Taxation*).

Without prejudice to the generality of the foregoing, the Issuer reserves the right to require any person receiving payment of principal, interest and/or other sums or, as the case may be, payment of interest with respect to any Security or Coupon to provide a Paying Agent with such certification or information as may be required to enable the Issuer to comply with the requirements of U.S. federal income tax laws or such other laws as the Issuer may be required to comply with.

9. **Redenomination**

(a) **General**

Where redenomination is specified in the relevant Pricing Supplement as being applicable, and in respect of Securities denominated in a National Currency Unit (the "**Relevant Currency**"), the Issuer may, without the consent of the Trustee or the Securityholders, on giving at least thirty days' prior notice to the Securityholders in accordance with Condition 15, designate a Redenomination Date in respect of such Securities.

With effect from the Redenomination Date:

- (i) each Security shall (unless already so provided by mandatory provisions of applicable law) be deemed to be redenominated into an amount of euro in the denomination of euro 0.01 with a principal amount for each Security equal to the principal amount of that Security in the Relevant Currency converted into euro at the rate for the conversion of the Relevant Currency into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to roundings in accordance with EC regulations); **provided, however, that**, if the Issuer determines that the market practice in respect of the redenomination into euro 0.01 of internationally offered securities is different from that specified above and so certifies to the Trustee in a certificate signed by two Authorised Signatories of the Issuer, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Securityholders, each listing authority, stock exchange and/or quotation system (if any) by which the Securities have then been admitted to listing, trading and/or quotation and the Paying Agents of such deemed amendments;
- (ii) if Securities are in definitive form:
 - (A) all unmatured Coupons denominated in the Relevant Currency (whether or not attached to the Securities) will become void with effect from the date (the "**Euro Exchange Date**") on which the Issuer gives notice (the "**Euro Exchange Notice**") to the Securityholders that replacement Securities and Coupons denominated in euro are available for exchange (**provided that** such Securities and Coupons are available) and no payments will be made in respect thereof;
 - (B) the payment obligations contained in all Securities denominated in the Relevant Currency will become void on the Euro Exchange Date but all other obligations of the Issuer thereunder (including the obligation to exchange such Securities in accordance with this Condition 9(a)(ii)) shall remain in full force and effect; and
 - (C) new Securities and Coupons denominated in euro will be issued in exchange for Securities and Coupons denominated in the Relevant Currency in such manner

as the Principal Paying and Conversion Agent may specify and as shall be notified to the Securityholders in the Euro Exchange Notice;

- (iii) all payments in respect of the Securities (other than, unless the Redenomination Date is on or after such date as the Relevant Currency ceases to be a sub-division of the euro, payments of interest in respect of periods commencing before the Redenomination Date) will be made solely in euro, as though references in the Securities to the Relevant Currency were to euro. Such payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Community; and
- (iv) such other changes will be made to these Conditions as the Issuer may decide, with the prior written approval of the Trustee, to conform such Securities to conventions then applicable to securities denominated in euro. Any such other changes will not take effect until after they have been notified to the Securityholders in accordance with Condition 15 (*Notices*).

None of the Issuer, the Trustee, or any Paying Agent will be liable to any Securityholder or other person for any commission, costs, losses or expenses in relation to or resulting from any credit or transfer of euro or any currency conversion or rounding effected in connection therewith.

(b) ***Interest***

Following redenomination of the Securities pursuant to Condition 9(a):

- (i) where Securities are in definitive form, the amount of interest due in respect of the Securities will be calculated by reference to the aggregate principal amount of the Securities presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (ii) in respect of Fixed Rate Securities where interest is payable annually, any interest required to be calculated for a period of less than one year in respect of the Securities shall be calculated on the basis of the actual number of days elapsed from (and including) the most recent Fixed Interest Payment Date (or, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**"), divided by the product of (i) the actual number of days in the Fixed Interest Period in which such Accrual Period falls and (ii) the number of Fixed Interest Periods in any year; **provided, however, that**, if the Issuer determines that the market practice in respect of internationally offered euro denominated securities is different from that specified above and so certifies to the Trustee in a certificate signed by two Authorised Signatories of the Issuer, the above shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Securityholders, each stock exchange (if any) on which the Securities are then listed and the Paying Agents of such deemed amendment;
- (iii) in respect of Fixed Rate Securities where interest is payable quarterly or semi-annually, the amount of interest payable in respect of each Security on any Fixed Interest Payment Date shall be calculated by applying the Rate of Interest to the principal amount of such Security, dividing the product by four or two (as the case may be) and rounding the figure down to the nearest euro 0.01. If interest is required to be calculated for any other period, it shall be calculated on the basis of the actual number of days elapsed from (and including) the most recent Fixed Interest Payment Date (or, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**"), divided by the product of (i) the actual number of days in the Fixed Interest Period in which such Accrual Period falls and (ii) the number of Fixed Interest Periods in any year; **provided, however, that**, if the Issuer determines that the market practice in respect of such internationally offered euro denominated securities is different from that specified above and so certifies to the Trustee in a certificate signed by two Authorised Signatories of the Issuer, the above shall be deemed to be amended so as to comply with such market

practice and the Issuer shall promptly notify the Securityholders, each listing authority, stock exchange and/or quotation system (if any) by which the Securities have then been admitted to listing, trading and/or quotation and the Paying Agents of such deemed amendment; and

- (iv) in respect of Resettable Securities and Floating Rate Securities, the Rate of Interest for each Interest Period shall be determined by the Agent Bank on the basis of provisions which it determines, in its sole and absolute discretion, reflect the market practice in respect of such internationally offered euro denominated securities.

10. **Capital Adequacy Trigger**

(a) ***Occurrence of Capital Adequacy Trigger***

Whether a Capital Adequacy Trigger has occurred at any time shall be determined by the Issuer, the Lead Regulator applicable to the Issuer or any agent of the Lead Regulator applicable to the Issuer appointed for such purpose by the Lead Regulator applicable to the Issuer. If a Capital Adequacy Trigger has occurred in respect of any Series of Securities (such Securities, the "**Affected Securities**"), the Issuer shall immediately inform the Lead Regulator applicable to the Issuer and shall, prior to giving the Capital Adequacy Trigger Notice (as defined below) in accordance with the next following paragraph, deliver to the Trustee a certificate signed by two Authorised Signatories of the Issuer stating that the Capital Adequacy Trigger has occurred. The Trustee shall accept such certificate without any further enquiry as sufficient evidence of such matters, in which event such certificate will be conclusive and binding on the Trustee and the Securityholders.

Following the occurrence of a Capital Adequacy Trigger in respect of the Affected Securities, the Issuer shall give a notice of the occurrence thereof (a "**Capital Adequacy Trigger Notice**") to the Holders of the Affected Securities in accordance with Condition 15, with a copy thereof to the Trustee and the Principal Paying and Conversion Agent on or as soon as practicable after the date on which the Capital Adequacy Trigger occurs (and, in any event, within such period as the Lead Regulator applicable to the Issuer may require).

The Capital Adequacy Trigger Notice shall specify the Common Equity Tier 1 Ratio as at the relevant date on which the Capital Adequacy Trigger occurred, the Conversion Price then prevailing (which Conversion Price shall remain subject to any subsequent adjustment pursuant to Condition 10(i) (*Adjustments to Conversion Price*) up to the Conversion Date), the Conversion Date, the Notice Cut-Off Date and the Long-Stop Date and, to the extent available, details of the Settlement Shares Depositary.

(b) ***Conversion upon occurrence of Capital Adequacy Trigger***

If a Capital Adequacy Trigger occurs in respect of any Series of Securities:

- (i) each Affected Security shall, subject to and as provided in this Condition 10(b), be irrevocably discharged and satisfied by its conversion into Ordinary Shares, credited as fully paid, in the manner and in the circumstances described below and the issuance and delivery of such Ordinary Shares to the Settlement Shares Depositary, to be held on trust (which trust must, if Condition 10(f) (*Conversion Shares Offer*) is specified in the relevant Pricing Supplement as being applicable in respect of the Affected Securities, be on terms permitting a Conversion Shares Offer in accordance with Condition 10(f) (*Conversion Shares Offer*)) for the Securityholders, as provided below;
- (ii) such conversion shall occur without delay upon the occurrence of such Capital Adequacy Trigger and, in any event, within one month from the time it is determined that the Capital Adequacy Trigger has occurred or within such shorter period as the Lead Regulator applicable to the Issuer may require (such date on which conversion is to occur shall be specified in the Capital Adequacy Trigger Notice and is referred to in these Conditions as the "**Conversion Date**" in respect of the Affected Securities); and
- (iii) the relevant Securities will be converted in whole and not in part on the Conversion Date as provided below, at which point all of the Issuer's obligations under the Securities shall

be irrevocably discharged and satisfied by the Issuer's issuance and delivery of the relevant Ordinary Shares to the Settlement Shares Depository on the Conversion Date.

Subject to and as provided in Condition 10(f) (*Conversion Shares Offer*) (if applicable), the Settlement Shares Depository shall hold the Ordinary Shares to be issued and delivered on conversion on trust for the Holders of the Affected Securities, who shall, for so long as such Ordinary Shares are held by the Settlement Shares Depository, be entitled to direct the Settlement Shares Depository to exercise on their behalf all rights of an ordinary shareholder (including voting rights and rights to receive dividends) except that such Holders of Affected Securities shall not be able to sell or otherwise transfer such Ordinary Shares unless and until such time as they have been delivered to Holders in accordance with Condition 10(k) (*Procedure for Settlement in respect of a Conversion upon Capital Adequacy Trigger*).

With effect from the occurrence of a Capital Adequacy Trigger no Holder of the Affected Securities will have any rights against the Issuer with respect to the repayment of the principal amount of such Affected Securities or the payment of interest or other amount on or in respect of such Affected Securities (other than, in the case of a winding-up of the Issuer or the appointment of an administrator, any amounts payable under Condition 2(d) (*Winding-up after a Capital Adequacy Trigger*)) and the principal amount of such Affected Securities shall equal zero at all times thereafter.

The Ordinary Shares to be issued and delivered on conversion shall (except where the Issuer has been unable to appoint a Settlement Shares Depository as contemplated in Condition 10(c) (*Failure to appoint a Settlement Shares Depository*)) initially be registered in the name of the Settlement Shares Depository, which (subject to the provisions of Condition 10(f) (*Conversion Shares Offer*), if applicable) shall hold such Ordinary Shares on trust for the Holders of the Affected Securities. By virtue of its holding of any Affected Security, each such Securityholder shall be deemed to have irrevocably directed the Issuer to issue and deliver such Ordinary Shares to the Settlement Shares Depository.

Provided that the Issuer so issues and delivers the Ordinary Shares to be issued and delivered on conversion to the Settlement Shares Depository, with effect on and from the Conversion Date Holders of the Securities shall have recourse only to the Settlement Shares Depository for the delivery to them of such Ordinary Shares or, subject to and as provided in Condition 10(f) (*Conversion Shares Offer*), if applicable, the Alternative Consideration. Subject to Condition 2(d) (*Winding-up after a Capital Adequacy Trigger*), if the Issuer fails to issue and deliver the Ordinary Shares to be issued and delivered on conversion to the Settlement Shares Depository on the Conversion Date, a Holder's only right under the Affected Securities against the Issuer for any such failure will be to claim to have such Ordinary Shares so issued and delivered.

Following the issuance and delivery of the Ordinary Shares to be delivered on conversion to the Settlement Shares Depository on the Conversion Date, the Affected Securities shall remain in existence until the applicable Settlement Date (or, if earlier, the Long-Stop Date) for the purpose only of evidencing Holders' rights as aforesaid to receive such Ordinary Shares or (if applicable) the Alternative Consideration, as the case may be, to be delivered by the Settlement Shares Depository.

Affected Securities, once converted into Ordinary Shares, may not be reconverted back into Securities.

(c) ***Failure to appoint a Settlement Shares Depository***

If the Issuer has been unable to appoint a Settlement Shares Depository, it shall make such other arrangements for the Ordinary Shares to be issued and delivered (or, if applicable, for Alternative Consideration to be delivered) upon conversion to the Securityholders as it considers reasonable in the circumstances, which may include issuing and delivering the Ordinary Shares to another independent nominee to be held on trust (which trust must, if Condition 10(f) (*Conversion Shares Offer*) is specified as being applicable in respect of any Series of Securities in the relevant Pricing Supplement, be on terms permitting a Conversion Shares Offer in accordance with Condition 10(f) (*Conversion Shares Offer*)) for the Securityholders or to the Securityholders directly, which issuance and delivery shall irrevocably discharge and satisfy all of the Issuer's obligations under

the Securities as if the relevant Ordinary Shares had been issued and delivered to the Settlement Shares Depository and, in which case, where the context so admits, references in these Conditions to the issue and delivery of Ordinary Shares to the Settlement Shares Depository shall be construed accordingly and apply *mutatis mutandis*.

(d) ***Occurrence of a Relevant Event***

(i) If a Qualifying Relevant Event occurs, the Affected Securities shall, if the Conversion Date (if any) falls on or after the New Conversion Effective Date, be converted on such Conversion Date into Relevant Shares of the Approved Entity (save as provided below in this Condition 10(d)(i) *mutatis mutandis* as provided in this Condition 10) at a Conversion Price that shall be the New Conversion Price. Such conversion shall be effected by the delivery by the Issuer of such number of Ordinary Shares as is determined in accordance with Condition 10(h) (*Conversion Price*) to, or to the order of, the Approved Entity. Such delivery shall irrevocably discharge and satisfy all of the Issuer's obligations under the Affected Securities (but shall be without prejudice to the rights of the Trustee and the Holders of the Affected Securities against the Approved Entity in connection with its undertaking to deliver Relevant Shares as provided in the definition of "New Conversion Condition" in Condition 20 (*Definitions*) below). Such delivery shall be in consideration of the Approved Entity irrevocably undertaking, for the benefit of the Holders of the Affected Securities, to deliver the Relevant Shares to the Settlement Shares Depository as aforesaid. For the avoidance of doubt, the Issuer may elect that a Conversion Shares Offer be made by the Settlement Shares Depository in respect of the Relevant Shares.

(ii) The New Conversion Price shall be subject to adjustment in the circumstances provided in this Condition 10 (with such modifications and amendments as an Independent Adviser acting in good faith may determine to be appropriate) and the Issuer shall give notice to Holders of Affected Securities of the New Conversion Price and of any such modifications and amendments in accordance with Condition 15 and to the Trustee and the Principal Paying and Conversion Agent (and thereafter any references in these Conditions to Conversion Price shall be deemed to be references to the New Conversion Price as so modified and amended).

(iii) In the case of a Qualifying Relevant Event, the Issuer shall, on or prior to the New Conversion Effective Date, enter into such agreements and arrangements, which may include deeds supplemental to the Trust Deed, and such amendments and modifications to the Trust Deed shall be made, to ensure that, with effect from the New Conversion Effective Date, the Securities shall (following the occurrence of a Capital Adequacy Trigger) be convertible into, or exchangeable for, Relevant Shares of the Approved Entity, *mutatis mutandis* in accordance with, and subject to, this Condition 10 (as the same may be so supplemented, amended or modified) at the New Conversion Price. With effect from the New Conversion Effective Date, the Issuer shall have no further obligation to deliver or procure delivery of any Ordinary Shares or Relevant Shares, and the Approved Entity shall be obliged to deliver or procure delivery of Relevant Shares in accordance with such agreements and arrangements entered into by the Approved Entity.

The Trustee shall be obliged (at the expense of the Issuer) to concur with the Issuer in making any such amendments and modifications to the Trust Deed, and to execute any such deeds supplemental to the Trust Deed, provided that the Trustee shall not be bound to do so if any such amendments, modifications or deeds would, in the opinion of the Trustee, have the effect of (i) exposing the Trustee to any liability against which it is not indemnified and/or secured and/or pre-funded to its satisfaction, (ii) changing, increasing or adding to the obligations or duties of the Trustee or (iii) removing or amending any protection or indemnity afforded to, or any other provision in favour of, the Trustee under the Trust Deed, the Conditions, any relevant Pricing Supplement and/or the Securities.

(iv) For the avoidance of doubt, if a Relevant Event that is a Non-Qualifying Relevant Event occurs, then no changes shall be made to these Conditions nor shall any adjustments be made to the Conversion Price pursuant to this Condition 10(d).

- (v) Within 10 London Business Days following the occurrence of a Relevant Event, the Issuer shall give notice thereof to Securityholders (a "**Relevant Event Notice**") in accordance with Condition 15 (*Notices*). The Relevant Event Notice shall specify:
 - (1) the identity of the Acquiror;
 - (2) whether the Relevant Event is a Qualifying Relevant Event or a Non-Qualifying Relevant Event; and
 - (3) in the case of a Qualifying Relevant Event, the New Conversion Price.

(e) **Conversion Settlement**

- (i) On the Conversion Date, the Issuer shall redeem the Affected Securities at a price equal to their principal amount and the Holders of the Affected Securities shall be deemed irrevocably to have directed and authorised the Issuer to apply such sum on their behalf in paying up the relevant Ordinary Shares to be issued and delivered to the Settlement Shares Depositary on conversion of their Affected Securities.
- (ii) On the relevant Settlement Date, each Holder of Affected Securities shall receive delivery (free of payment) of:
 - (1) except where (2) below applies, such number of Ordinary Shares as is calculated in respect of the principal amount of the Affected Security held by such Holder in accordance with Condition 10(h) (*Conversion Price*); or
 - (2) if Condition 10(f) (*Conversion Shares Offer*) is specified as being applicable in respect of the relevant Series of Affected Securities in the relevant Pricing Supplement and the Issuer has delivered a Conversion Shares Offer Election Notice in accordance with Condition 10(f) (*Conversion Shares Offer*) on or prior to the Latest Conversion Shares Offer Election Date, Alternative Consideration, calculated in accordance with the definition of "Alternative Consideration" in Condition 20 (*Definitions*).
- (iii) In order to obtain delivery from the Settlement Shares Depositary of Ordinary Shares or, as applicable, the relevant Alternative Consideration following a conversion, Holders of Affected Securities must deliver a Conversion Notice and surrender the relevant Affected Security to the Settlement Shares Depositary (or an agent designated for the purpose in the Capital Adequacy Trigger Notice) on or before the Notice Cut-off Date in accordance with Condition 10(k) (*Procedure for Settlement in respect of a Conversion upon Capital Adequacy Trigger*).
- (iv) If a Securityholder fails to deliver such Conversion Notice and surrender the Affected Securities held by it on or before the Notice Cut-off Date, or if the Settlement Shares Depositary has determined that the relevant Conversion Notice which was delivered is incomplete or invalid, then the Settlement Shares Depositary shall continue to hold the relevant Ordinary Shares or the relevant Alternative Consideration, as the case may be, until a duly completed and valid Conversion Notice is so delivered and the relevant Affected Security is so surrendered.

(f) **Conversion Shares Offer**

This Condition 10(f) applies if Conversion Shares Offer is specified as being applicable in relation to any Series of Affected Securities in the relevant Pricing Supplement.

- (i) Not later than the Latest Conversion Shares Offer Election Date, the Issuer may, in its sole and absolute discretion, make an election by giving notice to the Holders of the Affected Securities in accordance with Condition 15 (a "**Conversion Shares Offer Election Notice**") that the Settlement Shares Depositary (or an agent on its behalf) will make an offer of, in the Issuer's sole and absolute discretion, all or some of the Ordinary Shares to be delivered on conversion to, in the Issuer's sole and absolute discretion, all or some of the Issuer's Shareholders at such time, such offer to be at a cash price per

Ordinary Share equal to the Conversion Shares Offer Price, all in accordance with the following provisions (a "**Conversion Shares Offer**").

A Conversion Shares Offer Election Notice shall specify the period of time for which the Conversion Shares Offer will be open (the "**Conversion Shares Offer Period**"). The Conversion Shares Offer Period shall end no later than 40 London Business Days after the giving of the Conversion Shares Offer Election Notice by the Issuer.

- (ii) Upon expiry of the Conversion Shares Offer Period, the Settlement Shares Depositary will provide notice to the Holders of the Affected Securities in accordance with Condition 15 and to the Trustee and the Principal Paying and Conversion Agent of the composition of the Alternative Consideration (and of the deductions to the cash component, if any, of the Alternative Consideration (as set out in the definition of Alternative Consideration)) per Calculation Amount. The Alternative Consideration shall be held on trust by the Settlement Shares Depositary for the Holders of the Affected Securities. The cash component of any Alternative Consideration shall be payable by the Settlement Shares Depositary to the Holders of the Affected Securities in the Specified Currency and whether or not the conditions referred to in Condition 2(b) (*Subordination – Conditions to Payment*) are satisfied.
- (iii) The Issuer reserves the right, in its sole and absolute discretion, to elect that the Settlement Shares Depositary terminate the Conversion Shares Offer at any time during the Conversion Shares Offer Period. If the Issuer makes such election, it will provide at least three London Business Days' notice to the Holders of the Affected Securities in accordance with Condition 15 (*Notices*) and to the Trustee, the Principal Paying and Conversion Agent and the Settlement Shares Depositary. The Settlement Shares Depositary may then, in its sole and absolute discretion, take steps to deliver to Holders of the Affected Securities the Ordinary Shares to be delivered on conversion at a time that is earlier than the time at which they would have otherwise received the Alternative Consideration had the Conversion Shares Offer been completed.
- (iv) Each Holder of the Affected Securities acknowledges and agrees that if the Issuer elects, in its sole and absolute discretion, that a Conversion Shares Offer be conducted by the Settlement Shares Depositary, such Holder shall be deemed to have: (A) irrevocably consented to any Conversion Shares Offer and, notwithstanding that such Ordinary Shares are held by the Settlement Shares Depositary on trust for the Holders of the Affected Securities, to the Settlement Shares Depositary using the Ordinary Shares delivered to it on conversion to settle any Conversion Shares Offer; (B) irrevocably consented to the transfer of the interest such Holder has in the Ordinary Shares delivered on conversion to the Settlement Shares Depositary to one or more purchasers identified by the Settlement Shares Depositary in connection with the Conversion Shares Offer; (C) irrevocably agreed that the Issuer and the Settlement Shares Depositary may take any and all actions necessary to conduct the Conversion Shares Offer in accordance with the terms of the Affected Securities; and (D) irrevocably agreed that none of the Issuer, the Trustee or the Settlement Shares Depositary shall, to the extent permitted by applicable law, incur any liability to the Holders of the Affected Securities in respect of the Conversion Shares Offer (except for the obligations of the Settlement Shares Depositary in respect of the Holders' entitlement to, and the subsequent delivery of, any Alternative Consideration).
- (v) Any Conversion Shares Offer shall only be made subject to applicable laws and regulations in effect at the relevant time and shall be conducted, if at all, only to the extent that the Issuer, in its sole and absolute discretion, determines that such Conversion Shares Offer is appropriate and practicable. The Issuer or the purchasers of the Ordinary Shares pursuant to a Conversion Shares Offer shall bear the costs and expenses of any Conversion Shares Offer (other than the taxes referred to in the definition of Alternative Consideration), including the fees of the Settlement Shares Depositary in this connection, if any
- (vi) The Trustee shall not be responsible for monitoring any Conversion Shares Offer, nor for monitoring or enforcing the obligations of the Settlement Shares Depositary in respect

thereof. Following conversion and delivery of the Ordinary Shares to the Settlement Shares Depository, Holders of Affected Securities must look to the Settlement Shares Depository for any Ordinary Shares or Alternative Consideration due to them at the relevant time.

(g) ***Accrued Interest following Capital Adequacy Trigger***

In relation to any Affected Securities, any interest otherwise falling due on any date which falls on or after the date on which a Capital Adequacy Trigger occurs shall be deemed to have been cancelled upon the occurrence of such Capital Adequacy Trigger and shall not become due and payable.

(h) ***Conversion Price***

The Issuer shall issue and deliver to the Settlement Shares Depository on the Conversion Date a number of Ordinary Shares in respect of each Affected Security determined by dividing the principal amount of such Affected Security by the Conversion Price (as adjusted in accordance with Condition 10(i) (*Adjustments to Conversion Price*) up to and including the Conversion Date), subject to Condition 10(j) (*Rounding Down and Notice of Adjustment to the Conversion Price*) and Condition 10(l) (*Fractions*).

(i) ***Adjustments to Conversion Price***

Upon the occurrence of an applicable Adjustment Event, the Conversion Price shall be adjusted as follows:

- (i) *Adjustments upon Alteration to Nominal Value Event*: If "Alteration to Nominal Value Event" is specified as being an applicable Adjustment Event in respect of any Series of Securities in the relevant Pricing Supplement, if and whenever there is a consolidation, reclassification, redesignation or subdivision in relation to the Ordinary Shares which alters the number of Ordinary Shares in issue (such event, an "**Alteration to Nominal Value Event**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to such Alteration to Nominal Value Event by the following fraction:

$$\frac{A}{B}$$

where:

- A is the aggregate number of Ordinary Shares in issue immediately before such Alteration of Nominal Value Event; and
- B is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such Alteration of Nominal Value Event.

Such adjustment shall become effective on the date the Alteration to Nominal Value Event occurs.

- (ii) *Adjustments upon Bonus Issue Event*: If "Bonus Issue Event" is specified as being an applicable Adjustment Event in respect of any Series of Securities in the relevant Pricing Supplement, if and whenever the Issuer issues Ordinary Shares to Shareholders credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve) other than (1) where any such Ordinary Shares are or are to be issued instead of the whole or part of a Cash Dividend which the Shareholders would or could otherwise have elected to receive, (2) where the Shareholders may elect to receive a Cash Dividend in lieu of such Ordinary Shares or (3) where any such Ordinary Shares are or are expressed to be issued in lieu of a dividend (whether or not a Cash Dividend equivalent or amount is announced or would otherwise be payable to the Shareholders, whether at their election or otherwise) (such issue of Ordinary Shares a "**Bonus Issue Event**"), the Conversion Price shall be adjusted by

multiplying the Conversion Price in force immediately prior to the occurrence of a Bonus Issue Event by the following fraction:

$$\frac{A}{B}$$

where:

A is the aggregate number of Ordinary Shares in issue immediately before such Bonus Issue Event; and

B is the aggregate number of Ordinary Shares in issue immediately after, and as a result of, such Bonus Issue Event.

Such adjustment shall become effective on the date the Bonus Issue Event occurs.

- (iii) *Adjustments upon Extraordinary Dividend Event:* If "Extraordinary Dividend Event" is specified as being an applicable Adjustment Event in respect of any Series of Securities in the relevant Pricing Supplement, if and whenever the Issuer shall pay any Extraordinary Dividend to the Shareholders (such payment an "**Extraordinary Dividend Event**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A - B}{A}$$

where:

A is the Current Market Price of one Ordinary Share on the Effective Date; and

B is the portion of the aggregate Extraordinary Dividend attributable to one Ordinary Share, with such portion being determined by dividing the aggregate Extraordinary Dividend by the number of Ordinary Shares entitled to receive the relevant Extraordinary Dividend. If the Extraordinary Dividend is expressed in a currency other than the Specified Currency, it shall be converted into the Specified Currency at the Prevailing Rate on the relevant Effective Date.

Such adjustment shall become effective on the Effective Date.

- (iv) *Adjustments upon Rights Issue Event:* If "Rights Issue Event" is specified as being an applicable Adjustment Event in respect of any Series of Securities in the relevant Pricing Supplement, if and whenever the Issuer issues Ordinary Shares to Shareholders as a class by way of rights, or the Issuer or any member of the Group or (at the direction or request or pursuant to arrangements with the Issuer or any member of the Group) any other company, person or entity issues or grants to Shareholders as a class by way of rights, any options, warrants or other rights to subscribe for or purchase Ordinary Shares, or any securities which by their terms of issue carry (directly or indirectly) rights of conversion into, or exchange or subscription for, any Ordinary Shares (or grants any such rights in respect of existing securities so issued), in each case at a price per Ordinary Share which is less than 95 per cent. of the Current Market Price per Ordinary Share on the Effective Date (such event a "**Rights Issue Event**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Effective Date by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Ordinary Shares in issue on the Effective Date;

- B is the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights, or for the securities issued by way of rights, or for the options or warrants or other rights issued by way of rights and for the total number of Ordinary Shares deliverable on the exercise thereof, would purchase at such Current Market Price per Ordinary Share on the Effective Date; and
- C is the number of Ordinary Shares to be issued or, as the case may be, the maximum number of Ordinary Shares which may be issued upon exercise of such options, warrants or rights calculated as at the date of issue of such options, warrants or rights or upon conversion or exchange or exercise of rights of subscription or purchase in respect thereof at the initial conversion, exchange, subscription or purchase price or rate, **provided that** if, on the Effective Date, such number of Ordinary Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time, then for the purposes of this Condition 10(i)(iv), "C" shall be determined by the application of such formula or variable feature or as if the relevant event occurs or had occurred as at the Effective Date and as if such conversion, exchange, subscription, purchase or acquisition had taken place on the Effective Date.

Such adjustment shall become effective on the Effective Date.

For the purpose of any calculation of the consideration receivable or price pursuant to this Condition 10(i)(iv), the following provisions shall apply:

- (1) the aggregate consideration receivable or price for Ordinary Shares issued for cash shall be the amount of such cash;
- (2) (x) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the conversion or exchange of any securities shall be deemed to be the consideration or price received or receivable for any such securities and (y) the aggregate consideration receivable or price for Ordinary Shares to be issued or otherwise made available upon the exercise of rights of subscription attached to any securities or upon the exercise of any options, warrants or rights shall be deemed to be that part (which may be the whole) of the consideration or price received or receivable for such securities or, as the case may be, for such options, warrants or rights which are attributed by the Issuer to such rights of subscription or, as the case may be, such options, warrants or rights or, if no part of such consideration or price is so attributed, the Fair Market Value of such rights of subscription or, as the case may be, such options, warrants or rights as at the relevant Effective Date, plus in the case of each of (x) and (y) above, the additional minimum consideration receivable or price (if any) upon the conversion or exchange of such securities, or upon the exercise of such rights or subscription attached thereto or, as the case may be, upon exercise of such options, warrants or rights and (z) the consideration receivable or price per Ordinary Share upon the conversion or exchange of, or upon the exercise of such rights of subscription attached to, such securities or, as the case may be, upon the exercise of such options, warrants or rights shall be the aggregate consideration or price referred to in (x) or (y) above (as the case may be) divided by the number of Ordinary Shares to be issued upon such conversion or exchange or exercise at the initial conversion, exchange or subscription price or rate;
- (3) if the consideration or price determined pursuant to (1) or (2) above (or any component thereof) is expressed in a currency other than the Specified Currency, it shall be converted into the Specified Currency at the Prevailing Rate on the relevant Effective Date (in the case of (1) above) or the relevant date of first public announcement (in the case of (2) above);

- (4) in determining the consideration or price pursuant to the above, no deduction shall be made for any commissions or fees (howsoever described) or any expenses paid or incurred for any underwriting, placing or management of the issue of the relevant Ordinary Shares or securities or options, warrants or rights, or otherwise in connection therewith; and
 - (5) the consideration or price shall be determined as provided above on the basis of the consideration or price received, receivable, paid or payable, regardless of whether all or part thereof is received, receivable, paid or payable by or to the Issuer or another entity.
- (v) Notwithstanding the foregoing provisions of this Condition 10(i):
- (1) where the events or circumstances giving rise to any adjustment pursuant to this Condition 10(i) have already resulted or will result in an adjustment to the Conversion Price or where the events or circumstances giving rise to any adjustment arise by virtue of any other events or circumstances which have already given or will give rise to an adjustment to the Conversion Price or where more than one event which gives rise to an adjustment to the Conversion Price occurs within such a short period of time that, in the opinion of the Issuer, a modification to the operation of the adjustment provisions is required to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be determined in good faith by an Independent Adviser to be in its opinion appropriate to give the intended result;
 - (2) such modification shall be made to the operation of these Conditions as may be determined in good faith by an Independent Adviser to be in its opinion appropriate (i) to ensure that an adjustment to the Conversion Price or the economic effect thereof shall not be taken into account more than once, (ii) to ensure that the economic effect of an Extraordinary Dividend is not taken into account more than once and (iii) to reflect a redenomination of the issued Ordinary Shares for the time being into a new currency; and
 - (3) for the avoidance of doubt, the occurrence of any other event in respect of the Ordinary Shares which is not an applicable Adjustment Event in relation to a Series of Securities or the conversion of any Series of Securities into Ordinary Shares pursuant to this Condition 10 shall not result in an adjustment of the Conversion Price.

(j) ***Rounding Down and Notice of Adjustment to the Conversion Price***

On any adjustment, if the resultant Conversion Price has more decimal places than the initial Conversion Price, it shall be rounded to the same number of decimal places as the initial Conversion Price. No adjustment shall be made to the Conversion Price where such adjustment (rounded down if applicable) would be less than one per cent. of the Conversion Price then in effect. Any adjustment not required to be made, and/or any amount by which the Conversion Price has been rounded down, shall be carried forward and taken into account in any subsequent adjustment, and such subsequent adjustment shall be made on the basis that the adjustment not required to be made had been made at the relevant time and/or, as the case may be, that the relevant rounding down had not been made.

Notice of any adjustments to the Conversion Price shall be given by the Issuer to Securityholders promptly after the determination thereof in accordance with Condition 15 (*Notices*) and to the Trustee and the Principal Paying and Conversion Agent.

The Conversion Price shall not in any event be reduced to below the nominal value of an Ordinary Share for the time being. The Issuer undertakes that it will not take any action, and will procure that no action is taken, that would otherwise result in an adjustment to the Conversion Price to below such nominal value.

(k) ***Procedure for Settlement in respect of a Conversion upon Capital Adequacy Trigger***

- (i) Subject as provided in Condition 10(k)(ii) below, in order to obtain delivery of the relevant Ordinary Shares or the Alternative Consideration, as applicable, following a Capital Adequacy Trigger Notice being given in accordance with Condition 10(a) (*Occurrence of a Capital Adequacy Trigger*), a Holder of Affected Securities must deliver a duly completed Conversion Notice, and surrender the relevant Affected Securities, to the Settlement Shares Depository or the specified office of its agent(s) designated for the purpose in the Capital Adequacy Trigger Notice by the Notice Cut-Off Date.

If such delivery is made or notice is given after the end of normal business hours at the specified office of the Settlement Shares Depository or, as appropriate, its designated agent as aforesaid or on a day which is not a Settlement Shares Depository Business Day, such delivery or notice shall be deemed for all purposes of these Conditions to have been made or given on the next following Settlement Shares Depository Business Day.

Subject as otherwise provided herein, the relevant Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) will be delivered by or on behalf of the Settlement Shares Depository in accordance with the instructions given in the relevant Conversion Notice.

Any cash component of any Alternative Consideration shall be paid by transfer to an account which accepts funds in the Specified Currency with a bank in such city as may be specified in, and in accordance with the instructions contained in, the relevant Conversion Notice.

- (ii) If not previously cancelled on the relevant Settlement Date, the relevant Affected Securities shall be cancelled on the Long-Stop Date and any Holder of Affected Securities delivering a Conversion Notice after the Notice Cut-Off Date will have to provide evidence of its entitlement to the relevant Ordinary Shares or the relevant Alternative Consideration, as applicable, satisfactory to the Settlement Shares Depository in its sole and absolute discretion in order to receive delivery of such Ordinary Shares or such Alternative Consideration, as applicable. The Issuer shall have no liability to any Holder of the Affected Securities for any loss resulting from such Holder not receiving any Ordinary Shares or the relevant Alternative Consideration, as applicable, or from any delay in the receipt thereof, in each case as a result of such Holder failing to submit a valid Conversion Notice and surrender the relevant Affected Security, on a timely basis or at all.
- (iii) Any determination as to whether any Conversion Notice has been properly completed and delivered and whether the relevant Affected Security has been surrendered as provided in these Conditions shall be made by the Settlement Shares Depository in its sole discretion and shall be conclusive and binding on the relevant Securityholders.

(l) ***Fractions***

Fractions of Ordinary Shares will not be delivered to the Settlement Shares Depository or to Holders of Affected Securities upon a conversion and no cash payment will be made in lieu thereof. However, if one or more Conversion Notices and Securities are delivered to the Settlement Shares Depository such that any Ordinary Shares (or any Ordinary Share component of any Alternative Consideration, as applicable) to be issued and delivered to a Holder on conversion are to be registered in the same name, the number of Ordinary Shares to be issued and delivered in respect thereof shall be calculated on the basis of the aggregate principal amount of such Affected Securities to be converted.

(m) ***Delivery to Settlement Shares Depository***

The Ordinary Shares to be delivered on conversion will be issued and delivered to the Settlement Shares Depository (or as otherwise provided in these Conditions) on trust which trust must, if Condition 10(f) (*Conversion Shares Offer*) is specified as being applicable in respect of any

Series of Securities, be on terms permitting a Conversion Shares Offer in accordance with Condition 10(f) (*Conversion Shares Offer*) for the Holders of the Affected Securities on the Conversion Date.

Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) will, unless otherwise specified in the relevant Pricing Supplement or in a Capital Adequacy Trigger Notice be delivered to Holders in uncertificated form through the dematerialised securities trading system operated by Euroclear UK & Ireland Limited known as "CREST", unless at the relevant time the Ordinary Shares are not a participating security in CREST, in which case Ordinary Shares will be delivered in certificated form. Where any Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) are to be delivered to a Holder by the Settlement Shares Depository through CREST, they will be delivered to the account specified by such Holder of in the relevant Conversion Notice, on the relevant Settlement Date. Where any Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) are to be delivered to Holders in certificated form, a certificate in respect thereof will be dispatched by mail free of charge to each Holder of Affected Securities or as such Holder may direct in the relevant Conversion Notice (in each case uninsured and at the risk of the relevant recipient) within 30 days following delivery of the relevant Conversion Notice.

The Ordinary Shares (or the Ordinary Share component of any Alternative Consideration) will not be available for issue or delivery (i) to, or to a nominee for, Euroclear or Clearstream, Luxembourg or any other person providing a clearance service within the meaning of Section 96 of the Finance Act 1986 of the United Kingdom or (ii) to a person, or nominee or agent for a person, whose business is or includes issuing depository receipts within the meaning of Section 93 of the Finance Act 1986 of the United Kingdom, in each case at any time prior to the "abolition day" as defined in Section 111(1) of the Finance Act 1990 of the United Kingdom or (iii) to the CREST account of such a person described in (i) or (ii).

(n) ***Decision of an Independent Adviser***

If any doubt arises as to whether an adjustment falls to be made to the Conversion Price or as to the appropriate adjustment to the Conversion Price, the Issuer may at its discretion appoint an Independent Adviser and, following consultation between the Issuer and such Independent Adviser, a written opinion of such Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Trustee and the Securityholders, save in the case of manifest error.

(o) ***Share Option Schemes, dividend Reinvestment Plans***

No adjustment will be made to the Conversion Price where Ordinary Shares or other securities (including rights, warrants and options) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, employees or former employees (including directors holding or formerly holding executive office or the personal service company of any such person) or their spouses or relatives, in each case, of the Issuer or any company in the Group or any associated company or to a trustee or trustees to be held for the benefit of any such person, in any such case pursuant to any share or option scheme.

(p) ***Taxes and Duties***

Neither the Issuer nor any member of the Group shall be liable for any taxes or duties (including, without limitation any capital, stamp, issue and registration or transfer taxes or duties) arising on conversion or that may arise or be paid as a consequence of the issue and delivery of Ordinary Shares on conversion. The Holder of any Affected Securities must pay any taxes or duties (including, without limitation, any capital, stamp, issue and registration and /or transfer taxes or duties) arising on conversion in connection with the issue and delivery of Ordinary Shares to the Settlement Shares Depository on behalf of such Holder and such Holder must pay all, if any, such taxes or duties arising by reference to any disposal or deemed disposal of such Holder's Affected Securities or interest therein. Any taxes or duties arising on delivery or transfer of Ordinary Shares to a purchaser in any Conversion Shares Offer shall be payable by the relevant purchaser of those Ordinary Shares.

(q) **Ordinary Shares**

The Ordinary Shares issued and delivered on conversion will be fully paid and non-assessable and will in all respects rank *pari passu* with the fully paid Ordinary Shares in issue on the Conversion Date, except in any such case for any right excluded by mandatory provisions of applicable law, and except that any Ordinary Shares so issued and delivered will not rank for (or, as the case may be, the relevant Holder shall not be entitled to receive) any rights, distributions or payments the record date or other due date for the establishment of entitlement for which falls prior to the Conversion Date.

(r) **Purchase or Redemption of Ordinary Shares**

The Issuer or any company in the Group may exercise such rights as it may from time to time enjoy to purchase or redeem or buy back any shares or securities of the Issuer (including Ordinary Shares) or any depositary or other receipts or certificates representing the same without the consent of Securityholders.

(s) **Covenants**

Whilst any Security remains outstanding, the Issuer shall (if and to the extent permitted by the Applicable Rules from time to time and only to the extent that such covenant would not cause a Capital Disqualification Event to occur), save with the approval of an Extraordinary Resolution:

- (1) not make any issue, grant or distribution or take or omit to take any other action if the effect thereof would be that, on conversion, Ordinary Shares could not, under any applicable law then in effect, be legally issued as fully paid;
- (2) use all reasonable endeavours to ensure that the Ordinary Shares issued upon conversion shall be admitted to listing and trading on the Relevant Exchange;
- (3) notwithstanding the provisions of Condition 10(f) (*Conversion Shares Offer*) (if applicable), at all times keep available for issue, free from pre-emptive or other preferential rights, sufficient Ordinary Shares to enable conversion of the Securities to be satisfied in full;
- (4) in circumstances when these Conditions contemplate the appointment of a Settlement Shares Depositary, the Issuer shall use all reasonable endeavours promptly to appoint such Settlement Shares Depositary; and
- (5) where these Conditions require or provide for a determination by an Independent Adviser, the Issuer shall use reasonable endeavours promptly to appoint an Independent Adviser for such purpose.

11. **Enforcement**

(a) In the case of any Series of Securities:

- (i) if default is made for a period of fourteen days or more in the repayment of any principal due on the Securities of such Series or any of them, then the Trustee may, in order to enforce payment, at its discretion and without further notice institute proceedings for the winding-up of the Issuer in England and/or prove in any winding-up or administration of the Issuer in England, **provided that** it shall not be such a default to withhold or refuse any such payment:
 - (1) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment; or
 - (2) in cases of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice given at any time during the said period of fourteen days, as the case may be, by independent

legal advisers acceptable to the Trustee as to such validity or applicability; and

- (ii) without prejudice to Condition 11(a)(i) above, the Trustee may at its discretion and without further notice institute such proceedings against the Issuer as it may think fit and may, subject as hereinafter provided, institute proceedings for the winding-up of the Issuer in England and/or prove in any winding-up or administration of the Issuer in England, to enforce any obligation, condition or provision binding on the Issuer under the Trust Deed in relation to such Series of Securities or the Coupons appertaining thereto (other than any obligation for the payment of any principal, interest or expenses in respect of such Securities or Coupons or any other payment obligation in respect thereof) **provided that** the Issuer shall not by virtue of the institution of any such proceedings other than proceedings for the winding-up of the Issuer be obliged to pay any sum or sums (whether in respect of principal or interest or other sums in respect of the relevant Securities or the Coupons appertaining thereto or by way of damages in respect of any breach of any such obligation, condition or provision or otherwise howsoever). The Trustee may only institute proceedings for the winding-up of the Issuer to enforce the obligations above referred to in this paragraph and/or prove in any winding-up or administration of the Issuer in England if a default by the Issuer thereunder is not remedied to the satisfaction of the Trustee within sixty days (or such longer period as the Trustee may permit) after notice of such default has been given to the Issuer by the Trustee requiring such default to be remedied.
- (b) The Trustee shall not in any event be bound to take any of the actions referred to in Condition 11(a)(i) or (ii) in respect of any Series of Securities unless (i) it shall have been so requested in writing by the Holders of at least one-fifth of the principal amount of the Securities of the relevant Series then outstanding or it shall have been so directed by an Extraordinary Resolution of the Holders of the Securities of the relevant Series and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction.
- (c) No remedy against the Issuer (including any right of set-off) other than as specifically provided by this Condition 11 or the Trust Deed shall be available to the Trustee, the Securityholders or Couponholders in respect of any Series of Securities whether for the recovery of amounts owing in respect of such Securities or the Coupons appertaining thereto or under the Trust Deed or in respect of any breach by the Issuer of any obligation, condition or provision under the Trust Deed or such Securities or Coupons or otherwise, and no Securityholder or Couponholder shall be entitled to proceed directly against the Issuer or to proceed in any winding-up of the Issuer in England unless the Trustee, having become bound to proceed, fails to do so within a reasonable period and such failure shall be continuing in which case any such Holder may itself institute proceedings for the relevant remedy and/or prove in any winding-up or administration of the Issuer in England in respect of his Securities or, as the case may be, Coupons to the same extent (but not further or otherwise) that the Trustee would have been entitled to do so.

12. **Prescription**

Securities and Coupons will become void unless presented for payment within a period of 10 years and five years, respectively, from the Relevant Date (as defined in Condition 7) in respect thereof. Any monies paid by the Issuer to the Principal Paying and Conversion Agent or the Trustee for the payment of the principal or interest in respect of any Securities or Coupons and remaining unclaimed when such Securities or Coupons become void will then revert to the Issuer and all liability of the Principal Paying and Conversion Agent or the Trustee with respect thereto will thereupon cease.

There shall not be included in any Coupon sheet issued in exchange for a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 12 or Condition 8 (*Payments*).

13. **Paying Agents, Transfer Agents, Agent Bank and Registrar**

The Agency Agreement contains provisions indemnifying the Principal Paying and Conversion Agent, the Paying Agents and Transfer Agents (if any), the Agent Bank and the Registrar and absolving them from responsibility in connection with certain matters.

The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying and Conversion Agent, any Paying Agent or Transfer Agent, the Agent Bank or the Registrar and to appoint additional or other Paying Agents and/or Transfer Agents or a substitute Agent Bank or a substitute Registrar, **provided that** it will, so long as any Securities are outstanding, maintain (i) an Agent Bank (if applicable), (ii) a Calculation Agent (if applicable), (iii) a Paying Agent having a specified office in a city approved by the Trustee (such approval not to be unreasonably withheld or delayed) in Europe which, so long as any Securities are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, shall be the place required by such listing authority, stock exchange and/or quotation system and (iv) in the case of any Registered Securities, a Registrar with a specified office in England or such city as may be specified in the relevant Pricing Supplement. Notice of all changes in the identities or specified offices of any Paying Agent, Agent Bank, Calculation Agent or Registrar will be given by the Issuer to Securityholders in accordance with Condition 15 (*Notices*).

14. **Replacement, Exchange and Transfer**

Should any Security or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office (in the case of a Bearer Security or Coupon) of the Principal Paying and Conversion Agent or such other Paying Agent or office as the Trustee may approve or (in the case of Registered Securities) of the Registrar upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Securities or Coupons must be surrendered before replacements will be issued.

Subject to the Conditions as completed by the relevant Pricing Supplement and terms set out in the Agency Agreement, a Registered Security may be exchanged for a Registered Security or Securities of equal aggregate principal amount in such different authorised denominations as may be requested by the Securityholder by surrender of such Registered Security at the specified office of the Registrar, together with a written request for the exchange.

Upon the terms and subject to the conditions set out in the Agency Agreement, a Registered Security may be transferred in whole or in part only (**provided that** such part is, or is an appropriate multiple of, the minimum denomination set out in the Pricing Supplement) by the Holder or Holders surrendering the Registered Security for registration of transfer at the office of the Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Registrar, duly executed by the Holder or Holders thereof or his or their attorney duly authorised in writing. A new Registered Security will be issued to the transferee and, in the case of a transfer of part only of a Registered Security, a new Registered Security in respect of the balance not transferred will be issued to the transferor.

Each new Registered Security to be issued upon the transfer of a Registered Security will, within three Relevant Banking Days of the Transfer Date be available for delivery at the specified office of the Registrar or, at the option of the Holder requesting such exchange or transfer be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. As used herein:

- (i) "**Relevant Banking Day**" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located; and
- (ii) the "**Transfer Date**" shall be the Relevant Banking Day following the day on which the relevant Registered Security shall have been surrendered for transfer in accordance with the foregoing provisions.

The costs and expenses of effecting any exchange or registration of transfer pursuant to the foregoing provisions, except for the expenses of delivery by other than regular mail or insurance charges that may be imposed in relation thereto, shall be borne by the Issuer.

The Registrar shall not be required to register the transfer or exchange of Registered Securities for a period of fifteen days preceding the due date for any payment of principal of or interest in respect of such Securities.

15. **Notices**

- (a) All notices to the Holders of Securities or the Coupons appertaining thereto will be valid if published in one leading daily newspaper with general circulation in London (which is expected to be the *Financial Times*) and, if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe and, if the Securities are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system by publication in a manner such that the rules of such listing authority, stock exchange and/or quotation system by which the Securities have then been admitted to listing, trading and/or quotation have been complied with. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once, on the date of the first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers).

Holders of any Coupons appertaining to Bearer Securities will be deemed for all purposes to have notice of the contents of any notice given to the Holders of such Bearer Securities in accordance herewith.

Notwithstanding the foregoing, any notices to Holders of Registered Securities will be deemed to have been validly given if mailed to their registered addresses (as advised by the Registrar) or to that of the first named of them in the case of joint Holders.

Notwithstanding the foregoing, while the Securities of any Series are represented by a Security or Securities in global form and such Securities are deposited with, or with a depositary for or on behalf of, Euroclear and/or Clearstream, Luxembourg and/or any other clearing system or depositary, each person who has for the time being a particular principal amount of the Securities credited to his securities account in the records of Euroclear or Clearstream, Luxembourg or such other clearing system or depositary shall be treated as the Holder in respect of that principal amount of the Securities for all purposes other than for the purposes of payment of principal and interest on such Securities, and in such case notices to the Holders may be given by delivery of the relevant notice to the relevant clearing system or depositary and such notices shall be deemed to have been given to the Holders holding through the relevant clearing system or depositary on the date of delivery to the relevant clearing system or depositary.

- (b) Notices given by any Securityholder shall be in writing and given by lodging the same, together with the relative Security or Securities, with the Principal Paying and Conversion Agent or other Paying Agent (if any) at its specified office.

16. **Modification of Terms, Waiver and Substitution**

The Trust Deed contains provisions for convening meetings of the Holders of the Securities of any Series to consider any matter affecting their interests, including, subject to the agreement of the Issuer, the modification by Extraordinary Resolution of the terms and conditions of such Securities or the provisions of the Trust Deed with respect to such Securities. The quorum for any meeting convened to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority in principal amount of the Securities for the time being outstanding, or at any adjourned meeting one or more persons being or representing Holders of Securities whatever the principal amount of the Securities so held or represented except, *inter alia*, certain terms concerning the amount and currency and the postponement of the due date of payment of the Securities and the Coupons appertaining thereto or interest or other amount payable in respect thereof, the modification of which may only be effected if passed at a meeting

the quorum at which is one or more persons holding or representing two thirds, or at any adjourned such meeting not less than one third, in principal amount of the Securities of such Series for the time being outstanding.

The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in principal amount of the Securities for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three-fourths in principal amount of the Securities for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Holders of Securities. An Extraordinary Resolution passed at any meeting of the Holders of the Securities of any Series will be binding on all Holders of Securities of that Series, whether or not they are present at the meeting, and on the Holders of Coupons appertaining to the Securities of that Series.

Subject to certain exceptions, the Trustee may agree, without the consent of the Holders of Securities of any Series or the Holders of the Coupons appertaining thereto (if any) to any modification to these Conditions or the provisions of the Trust Deed, the Agency Agreement or the Securities or Coupons if, in the opinion of the Trustee, such modification (i) is of a formal, minor or technical nature, (ii) is made to correct a manifest error or (iii) is not materially prejudicial to the interests of such Securityholders; and

The Trustee may agree, without the consent of the Holders of Securities of any Series or the Holders of the Coupons appertaining thereto (if any), waive or authorise any breach or prospective breach by the Issuer of any of the provisions of the Trust Deed or the Securities or Coupons as or determine that any Default or Potential Default (each as defined in the Trust Deed) shall not be treated as such, provided that in the opinion of the Trustee, the interests of Holders of Securities of the relevant Series will not be materially prejudiced thereby. Any such modification, waiver, authorisation or determination shall be binding on the Holders of Securities of that Series and the Holders of the Coupons appertaining thereto and, unless the Trustee agrees otherwise, shall be notified to the Holders of Securities of that Series as soon as practicable thereafter.

The Trust Deed contains provisions permitting the Trustee, without the consent of the Holders of Securities of any Series or the Holders of the Coupons appertaining thereto (if any), to agree, subject to such Securities and the Coupons appertaining thereto being irrevocably guaranteed by the Issuer on a subordinated basis, to the substitution of a subsidiary or holding company of the Issuer or any subsidiary of any such holding company in place of the Issuer as principal debtor under such Securities and the Coupons appertaining thereto (if any) and the Trust Deed insofar as it relates to such Securities subject to (a) the Securities continuing to be convertible or exchangeable into Ordinary Shares *mutatis mutandis* as provided in these Conditions, with such amendments as the Trustee shall consider appropriate, (b) the Trustee being satisfied that the interests of the Holders of Securities will not be materially prejudiced by the substitution and (c) certain other conditions set out in the Trust Deed being complied with.

In the case of a substitution under this Condition 16, the Trustee may agree, without the consent of the Holders of the Securities of any Series or of the Coupons appertaining thereto, to a change of the law governing the Securities of any Series or the Coupons appertaining thereto and/or the Trust Deed insofar as it relates to such Series of Securities **provided that** such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Holders of the Securities of such Series.

In connection with the exercise of its powers, trusts, authorities or discretions (including, but not limited to those in relation to any proposed modification, waiver, authorisation, determination or substitution as aforesaid) the Trustee shall have regard to the interests of the Holders of the Securities of the relevant Series as a class and in particular, but without limitation, shall not have regard to the consequences of such exercise for individual Securityholders or Couponholders resulting from the individual Securityholders or Couponholders being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Securityholder or

Couponholder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Securityholders or Couponholders.

17. **Further Issues**

The Issuer may from time to time, without the consent of the Securityholders or the Couponholders create and issue further instruments having the same terms and conditions as the Securities in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Securities. The Issuer may from time to time, with the consent of the Trustee, create and issue other series of Securities having the benefit of the Trust Deed.

18. **Law and Jurisdiction**

The Trust Deed, the Securities and the Coupons (if any) and any non-contractual obligations arising out of or in connection with the Trust Deed, the Securities and the Coupons (if any) (including any non-contractual obligations arising out of or in connection with the Trust Deed, the Securities and the Coupons (if any)) are governed by, and shall be construed in accordance with, English law. The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with the Securities (including any non-contractual obligations arising out of or in connection with the Securities).

19. **Third Party Rights**

No person shall have any right to enforce any term or condition of the Securities or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

20. **Definitions**

"**Acquiror**" means the person which, following a Relevant Event, controls the Issuer;

"**Additional Tier 1 capital**" has the meaning given to it by the Lead Regulator applicable to the Issuer;

"**Adjustment Event**" means an Alteration to Nominal Value Event, Bonus Issue Event, Extraordinary Dividend Event and/or Rights Issue Event, and "applicable Adjustment Event", in respect of any Series of Securities, shall mean each Adjustment Event which is specified as being applicable in respect of such Series of Securities in the relevant Pricing Supplement;

"**Affected Security**" has the meaning given to it in Condition 10(a) (*Occurrence of Capital Adequacy Trigger*).

"**Alteration to Nominal Value Event**" has the meaning given to such term in Condition 10(i) (*Adjustments to Conversion Price*);

"**Alternative Consideration**" means, in respect of each Affected Security and as determined by the Issuer:

- (a) if all of the Ordinary Shares to be issued and delivered on conversion are sold in the Conversion Shares Offer, the *pro rata* share of the cash proceeds from the sale of such Ordinary Shares attributable to such Affected Security (converted, if necessary, into the Specified Currency at the Prevailing Rate as of the day which is three Settlement Shares Depository Business Days prior to the relevant Settlement Date) as determined by the Settlement Shares Depository, and less the *pro rata* share of any foreign exchange transaction costs and an amount equal to the *pro rata* share of any taxes or duties (including, without limitation, any capital, stamp, issue and registration and transfer taxes or duties) that may arise or be paid in connection with the issue and delivery of Ordinary Shares to the Settlement Shares Depository pursuant to the Conversion Shares Offer;
- (b) if some, but not all of such Ordinary Shares to be issued and delivered upon conversion are sold in the Conversion Shares Offer, (x) the *pro rata* share of the cash proceeds from the sale of such Ordinary Shares attributable to such Affected Security (converted, if

necessary, into the Specified Currency at the Prevailing Rate as of the day which is three Settlement Shares Depository Business Days prior to the relevant Settlement Date) as determined by the Settlement Shares Depository, and less the *pro rata* share of any foreign exchange transaction costs and an amount equal to the *pro rata* share of any taxes or duties (including, without limitation, any capital, stamp, issue and registration and transfer taxes or duties) that may arise or be paid in connection with the issue and delivery of Ordinary Shares to the Settlement Shares Depository pursuant to the Conversion Shares Offer and (y) the *pro rata* share of such Ordinary Shares not sold pursuant to the Conversion Shares Offer attributable to such Affected Security rounded down to the nearest whole number of Ordinary Shares; and

- (c) if no Ordinary Shares are sold in the Conversion Shares Offer, the relevant number of Ordinary Shares which would have been received had the Issuer not elected that the Settlement Shares Depository should carry out a Conversion Shares Offer;

"Applicable Rules" means, at any time, the laws, regulations, requirements, guidelines and policies relating to capital adequacy (including, without limitation, as to leverage) then in effect in the United Kingdom including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as implementing or regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines and policies relating to capital adequacy adopted by the Lead Regulator applicable to the Issuer from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to the Issuer or to the Issuer and any holding or subsidiary company of it or any subsidiary of any such holding company);

"Approved Entity" means a body corporate which, on the occurrence of the Relevant Event, has in issue Relevant Shares;

"Assets" means the unconsolidated gross assets of the Issuer as shown in the latest published audited balance sheet of the Issuer, but adjusted for subsequent events in such manner as the Auditors of the Issuer may determine;

"Auditors" means the auditors for the time being of the Issuer or, if there shall be joint auditors of the Issuer, any one of such joint auditors or in the event their being unable or unwilling to carry out any action requested of them pursuant to the provisions of these Conditions or the Trust Deed, or in such circumstances and for such purposes as the Trustee may approve, such other firm of accountants as may be nominated by the Issuer and approved by the Trustee or failing such nomination and/or approval within 3 working days of a request by the Trustee to the Issuer for such nomination, as may be nominated by the Trustee;

"Authorised Signatory" means, in relation to the Issuer, any person who is represented by it as being for the time being authorised to sign (whether alone or with another person or other persons) on behalf of and so as to bind it;

"Benchmark" means LIBOR, EURIBOR or CNH HIBOR as may be set out in the relevant Pricing Supplement;

"Bonus Issue Event" has the meaning given to it in Condition 10(i) (*Adjustments to Conversion Price*);

"Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Business Day Centre(s) specified for this purpose in the relevant Pricing Supplement;

"Business Day Convention", in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (a) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;

- (b) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (c) **"Preceding Business Day Convention"** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (d) **"FRN Convention"**, **"Floating Rate Convention"** or **"Eurodollar Convention"** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months or other period specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred; **provided, however, that:**
- (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months or other period after the calendar month in which the preceding such date occurred; and
- (e) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"Calculation Amount" means the calculation amount as set out in the relevant Pricing Supplement;

"Call Option Date" means each date, if any, specified as such in the relevant Pricing Supplement;

"Call Option Period" means the period, if any, specified as such in the relevant Pricing Supplement;

"Capital Adequacy Trigger" means at any time that the Common Equity Tier 1 Capital Ratio of the Group is below 7.00 per cent.;

"Capital Adequacy Trigger Notice" has the meaning given thereto in Condition 10(a) (*Occurrence of Capital Adequacy Trigger*);

"Capital Disqualification Event" means an event that shall be deemed to have occurred if the Issuer determines at any time after the Issue Date, that there is a change in the regulatory classification of the Securities that results in or will result in:

- (a) their exclusion in whole from the regulatory capital of the Group (other than as a consequence of their conversion pursuant to Condition 10(b) (*Conversion upon occurrence of Capital Adequacy Trigger*)); or
- (b) their reclassification in whole as a form of regulatory capital of the Group that is lower than Additional Tier 1 Capital;

"Capital Disqualification Event Early Redemption Price" means the amount specified as such in the relevant Pricing Supplement.

"Cash Dividend" means any dividend or distribution in respect of the Ordinary Shares which is to be paid or made to Shareholders as a class in cash (in whatever currency) and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to Shareholders upon or in connection with a reduction of capital.

"CET1 Capital" means, as at any date the sum, expressed in U.S. Dollars of all amounts that constitute Common Equity Tier 1 Capital of the Group as at such date, less any deductions from Common Equity Tier 1 Capital of the Group required to be made as of such date, in each case as calculated by the Issuer on a consolidated basis and without applying the transitional provisions set out in Part Ten of the CRD IV Regulation in accordance with the Applicable Rules applicable to the Issuer as at such date (which calculation shall be binding on the Trustee and the Holders);

"Common Equity Tier 1 Capital Ratio" means, as at any date, the ratio of the CET1 Capital as at such date to the Risk Weighted Assets as at the same date, expressed as a percentage and on the basis that all measures used in such calculation shall be calculated without applying the transitional provisions set out in Part Ten of the CRD IV Regulation;

"Common Equity Tier 1 Capital" has the meaning given to it in CRD IV (as the same may be amended or replaced from time to time) as interpreted and applied in accordance with the Applicable Rules then applicable to the Group or by the Lead Regulator applicable to the Issuer;

"Conversion Date" has the meaning given to it in Condition 10(b) (*Conversion upon Occurrence of Capital Adequacy Trigger*);

"Conversion Notice" means a notice in the form for the time being currently available from the specified office of any Paying Agent and which is required to be delivered to the Settlement Shares Depository (or its agent(s) designated for the purpose in the Capital Adequacy Trigger Notice) in connection with a conversion of the Affected Securities;

"Conversion Price" means, in relation to any Series of Securities, the price per Ordinary Share, expressed in the Specified Currency, specified as such in the relevant Pricing Supplement;

"Conversion Shares Offer" has the meaning given to it in Condition 10(f) (*Conversion Shares Offer*);

"Conversion Shares Offer Price" means, in relation to any Series of Securities, the Conversion Price or, if a Qualifying Relevant Event has occurred, the New Conversion Price (as adjusted in accordance with Condition 10(i) (*Adjustments to Conversion Price*) up to and including the Conversion Date), converted into the Conversion Shares Offer Price Currency at the Specified FX Rate;

"Conversion Shares Offer Price Currency" means, in relation to any Series of Securities, the currency specified as such in the relevant Pricing Supplement;

"Conversion Shares Offer Election Notice" has the meaning given to it in Condition 10(f) (*Conversion Shares Offer*);

"Conversion Shares Offer Period" has the meaning given to it in Condition 10(f) (*Conversion Shares Offer*);

"CNY" means the lawful currency of the PRC;

"CRD IV" means the CRD IV Directive and the CRD IV Regulation;

"CRD IV Directive" means Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended, supplemented or replaced from time to time;

"CRD IV Regulation" means Regulation (EU) No. 575/2013 on prudential requirements for credit institutions and investment firms of the European Parliament and of the Council of 26 June 2013, as amended, supplemented or replaced from time to time;

"Current Market Price" means, in respect of an Ordinary Share on a particular date, the arithmetic average of the daily Volume Weighted Average Price per Ordinary Share for the five consecutive Exchange Business Days ending on the Exchange Business Day immediately preceding such date (the **"Relevant Period"**), provided that:

- (i) if at any time during the Relevant Period the Volume Weighted Average Price shall have been based on a price ex-dividend (or ex-any other entitlement) and during some other part of that period the Volume Weighted Average Price shall have been based on a price cum-dividend (or cum-any other entitlement), then:
 - (1) if the Ordinary Shares to be issued do not rank for the dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Ordinary Share shall have been quoted cum-dividend (or cum-any other entitlement) shall for the purpose of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of that dividend (or entitlement) per Ordinary Share as of the date of first public announcement relating to such dividend or entitlement and, for these purposes, the amount or value shall be determined on a gross basis disregarding any withholding or deduction required to be made on account of tax and disregarding any associated tax credit; or
 - (2) if the Ordinary Shares to be issued do rank for the dividend (or entitlement) in question, the Volume Weighted Average Price on the dates on which the Ordinary Shares shall have been quoted ex-dividend (or ex-any other entitlement) shall for the purpose of this definition be deemed to have been the amount thereof increased by such similar amount; and
- (ii) if on each of the five Exchange Business Days during the Relevant Period the Ordinary Shares have been quoted cum-dividend (or cum-any other entitlement) in respect of a dividend (or entitlement) which has been declared or announced but the Ordinary Shares to be issued do not rank for that dividend (or entitlement), the Volume Weighted Average Price on each of such dates shall for the purposes of this definition be deemed to be the amount thereof reduced by an amount equal to the Fair Market Value of that dividend (or entitlement) per Ordinary Share as of the date of first public announcement relating to such dividend or entitlement and for these purposes, the amount or value shall be determined on a gross basis disregarding any withholding or deduction required to be made on account of tax and disregarding any associated tax credit;
- (iii) if such Volume Weighted Average Price of an Ordinary Share is not available on each of the five Exchange Business Days during the Relevant Period, then the arithmetic average of such Volume Weighted Average Prices which are available in the Relevant Period shall be used (subject to a minimum of two such prices); and
- (iv) if only one or no such Volume Weighted Average Price is available in the Relevant Period, then the Current Market Price shall be determined by an Independent Adviser;

"Day Count Fraction" means, in respect of the calculation of an amount for any period of time (the **"Calculation Period"**) such day count fraction as may be specified in the relevant Pricing Supplement and:

- (a) if **"Actual/Actual (ICMA)"** is so specified, means:
 - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the

actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

- (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period in respect of which payment is being made divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if "**Actual/365 (Sterling)**" is so specified, means the actual number of days in the Calculation Period divided by 365 or, in the case the last day of the Calculation Period falls in a leap year, 366;
- (e) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period in respect of which payment is being made divided by 360;
- (f) if "**30/360**" is so specified, means the number of days in the Calculation Period in respect of which payment is being made in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

Day Count Fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D₁**" is the first calendar day of the Calculation Period, expressed as a number, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (g) if "**30E/360**" or "**Eurobond Basis**" is so specified, means the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

Day Count Fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (h) if "**30E/360 (ISDA)**" is so specified, means the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

Day Count Fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D₁" is the first calendar day of the Calculation Period, expressed as a number, of the Calculation Period unless (i) that day is the last day of February, or (ii) such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Redemption Date, or (ii) such number would be 31, in which case D₂ will be 30.

"**Determination Date**" means the date specified as such in the relevant Pricing Supplement;

"**Distributable Items**" means the amount of the Issuer's profits at the end of the last financial year plus any profits brought forward and reserves available for that purpose before distributions to holders of the Securities and any Parity Securities and Junior Securities less any losses brought forward, profits which are non-distributable pursuant to the Companies Act 2006 or other provisions of English law from time to time applicable to the Issuer or the Issuer's Articles of

Association and sums placed to non-distributable reserves in accordance with the Companies Act 2006 or other provisions of English law from time to time applicable to the Issuer or the Issuer's Articles of Association, those losses and reserves being determined on the basis of the individual accounts of the Issuer and not on the basis of its consolidated accounts;

"EEA Regulated Market" means a market as defined by Article 4.1(14) of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments;

"Effective Date" means, (1) in respect of Condition 10(i)(iii) (*Extraordinary Dividend Event*), the first date on which the Ordinary Shares are traded ex-the Extraordinary Dividend on the Relevant Exchange, and (2) in respect of Condition 10(i)(iv) (*Rights Issue Event*), the first date on which the Ordinary Shares are traded ex-rights, ex-options or ex-warrants on the Relevant Exchange;

"euro" and **"EUR"** means the lawful currency of the member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty;

"Euro Business Day" means a day on which the TARGET2 is open for settlements of payments in euro;

"Exchange Business Day" means any day that is a trading day on the Relevant Exchange other than a day on which the Relevant Exchange is scheduled to close prior to its regular weekday closing time;

"Existing Subordinated Eurobonds" has the meaning given to it in the Trust Deed;

"Extraordinary Dividend" means any Cash Dividend that is declared by the Issuer to be a capital distribution, extraordinary dividend, extraordinary distribution, special dividend, special distribution or return of value to Shareholders as a class or any analogous or similar term;

"Extraordinary Dividend Event" has the meaning given to such term in Condition 10(i) (*Adjustments to Conversion Price*);

"Fair Market Value" means:

- (i) with respect to a Cash Dividend or other cash amount the amount of such cash, **provided that** any Cash Dividend or other cash amount in a currency other than the Specified Currency shall be converted into the Specified Currency at the Prevailing Rate as of the date on which the Fair Market Value is to be calculated;
- (ii) where securities, options, warrants or other rights are publicly traded in a market which is determined by the Issuer to have adequate liquidity, the fair market value (a) of such securities shall equal the arithmetic average of the daily Volume Weighted Average Prices of such securities, and (b) of such options, warrants or other rights shall be the arithmetic mean of the daily closing prices of such options, warrants or other rights, in each case during the period of five trading days on the relevant market commencing on such date (or, if later, the first such trading day such securities, options, warrants or other rights are publicly traded) or such shorter period as such securities, options, warrants or other rights are publicly traded **provided that** any amount in a currency other than the Specified Currency shall be converted into the Specified Currency at the Prevailing Rate as of the date on which the Fair Market Value is to be calculated; and
- (iii) with respect to any other property on any date, the fair market value of that property as of that date as determined in good faith by an Independent Adviser taking into account such factors as it considers appropriate;

For these purposes, the amount or value shall be determined on a gross basis disregarding any withholding or deduction required to be made on account of tax and disregarding any associated tax credit;

"First Reset Period" means the period from (and including) the First Resettable Security Reset Date until (but excluding) the Second Resettable Security Reset Date or, if no such Second

Resettable Security Reset Date is specified in the relevant Pricing Supplement, the Redemption Date, if any, in respect of such Series of Securities;

"First Reset Rate of Interest" means, subject to Condition 3(c) (*Fallback Provision for Resettable Securities*), the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Durations specified in the relevant Pricing Supplement to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Issuer in conjunction with a leading financial institution selected by it (which may be the Calculation Agent)), of (A) the relevant Resettable Security Reference Rate *plus* (B) the Resettable Security Margin;

"First Resettable Security Reset Date" means the date specified as such in the relevant Pricing Supplement;

"Fixed Coupon Amount" has the meaning given to it in the relevant Pricing Supplement;

"Fixed Interest Payment Date" means:

- (i) if Fixed Interest Payment Date(s) is/are specified in the relevant Pricing Supplement, the Fixed Interest Payment Date(s) in each year so specified, as the same may be adjusted in accordance with the Business Day Convention if applicable; or
- (ii) if the Business Day Convention specified in the relevant Pricing Supplement is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months or other period is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months or other period following the Interest Commencement Date (in the case of the first Fixed Interest Payment Date) or the previous Fixed Interest Payment Date (in any other case);

"Fixed Interest Period" means the period from (and including) a Fixed Interest Payment Date (as set out in the relevant Pricing Supplement) (or, in the case of the First Fixed Interest Period from (and including) the Interest Commencement Date) to (but excluding) the next succeeding Fixed Interest Payment Date;

"Fixed Leg Swap Duration" means the period or periods specified as such in the relevant Pricing Supplement;

"Governmental Authority" means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"Group" means the Issuer and its consolidated subsidiaries;

"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;

"Illiquidity" means where the general Renminbi exchange market in Hong Kong becomes illiquid and, as a result thereof, the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay an amount due (in whole or in part) in respect of the Securities as determined by the Issuer in good faith and in a commercially reasonable manner following consultation (if practicable) with two Renminbi Dealers;

"Inconvertibility" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Securities in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date (or, if earlier, any CNY Issue Trade Date as

specified in the relevant Pricing Supplement) and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"Independent Adviser" means an independent financial institution of international repute appointed by the Issuer at its own expense;

"Initial Rate of Interest" means the initial rate of interest per annum specified as such in the relevant Pricing Supplement;

"Interest Commencement Date" means the date specified as such in the relevant Pricing Supplement;

"Interest Determination Date" means the day determined by the Agent Bank to be customary for fixing the Benchmark rate applicable to deposits in the relevant currency for the relevant Interest Period;

"Interest Payment Date" means:

- (i) if Interest Payment Date(s) is/are specified in the relevant Pricing Supplement, the Interest Payment Date(s) in each year so specified, as the same may be adjusted in accordance with the Business Day Convention if applicable; or
- (ii) if the Business Day Convention specified in the relevant Pricing Supplement is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months or other period is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months or other period following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"Issue Date" means the date specified as such in the relevant Pricing Supplement;

"Junior Securities" means, in respect of any Series of Securities, (i) any Ordinary Share or other securities of the Issuer which rank, or are expressed to rank, junior to the relevant Securities in a winding-up or administration of the Issuer in England as described in Condition 2(c) (*Winding up prior to Capital Adequacy Trigger*) and/or (ii) any securities issued by any other member of the Group where the terms of such securities benefit from a guarantee or support agreement entered into by the Issuer which ranks, or is expressed to rank, junior to the relevant Securities in a winding-up or administration of the Issuer in England as described in Condition 2(c) (*Winding up prior to Capital Adequacy Trigger*) and /or (iii) any capital instruments of the Issuer which qualify as Common Equity Tier 1 instruments under CRD IV;

"Latest Conversion Shares Offer Election Date", in respect of any Series of Securities, means the 10th London Business Day following the Conversion Date, unless otherwise specified in the relevant Pricing Supplement;

"Lead Regulator applicable to the Issuer" means the PRA or any successor or other entity primarily responsible for the prudential supervision of the Issuer;

"Liabilities" means the unconsolidated gross liabilities of the Issuer, as shown in the latest published audited balance sheet of the Issuer, but adjusted for subsequent events in such manner as the Auditors of the Issuer may determine and for these purposes excluding (without double counting) any indebtedness which will not constitute liabilities according to the criteria that would be applied by the High Court of Justice of England and Wales (or the relevant authority of such other jurisdiction in which the Issuer may be organised) in determining whether the Issuer is "unable to pay its debts" under Section 123(2) of the UK Insolvency Act 1986 or any amendment or re-enactment thereof (or in accordance with the corresponding provisions of the applicable laws of such other jurisdiction in which the Issuer may be organised);

"Local Banking Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency

deposits) in the city in which the Paying Agent or the Registrar to which the relevant Security or Coupon is presented for payment, or the Registrar is located;

"London Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

"Long-Stop Date" means the date specified as such in the Capital Adequacy Trigger Notice, which date shall be at least 15 London Business Days following the Notice Cut-off Date;

"Maximum Distributable Amount" means any applicable maximum distributable amount relating to the Issuer required to be calculated in accordance with Article 141 of the CRD IV Directive (and any implementation thereof in the United Kingdom or, as the case may be, any succeeding provision amending or replacing such Article or any such implementing provision);

"Mid-Market Swap Rate" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Duration specified in the applicable Pricing Supplement (calculated on the basis of the Day Count Fraction specified in the relevant Pricing Supplement as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Resettable Security Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the relevant Pricing Supplement) (calculated on the basis of the Day Count Fraction specified in the relevant Pricing Supplement as determined by the Calculation Agent);

"Mid-Market Swap Rate Quotation" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"Mid-Swap Floating Leg Benchmark Rate" means:

- (i) where the Specified Currency is a currency other than euro or Renminbi, LIBOR;
- (ii) where the Specified Currency is euro, EURIBOR; and
- (iii) where the Specified Currency is Renminbi, CNH HIBOR.

"Mid-Swap Rate" means, in relation to a Reset Determination Date and subject to Condition 3(c) (*Fallback Provision for Resettable Securities*), either:

- (i) if Single Mid-Swap Rate is specified in the relevant Pricing Supplement, the rate for swaps in the Specified Currency:
 - (A) with a term equal to the relevant Reset Period; and
 - (B) commencing on the relevant Resettable Security Reset Date,which appears on the Relevant Screen Page; or
- (ii) if Mean Mid-Swap Rate is specified in the relevant Pricing Supplement, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards) of the bid and offered swap rate quotations for swaps in the Specified Currency:
 - (A) with a term equal to the relevant Reset Period; and
 - (B) commencing on the relevant Resettable Security Reset Date,which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent

provided, however, that if there is no such rate appearing on the Relevant Screen Page for a term equal to the relevant Reset Period, then the Mid-Swap Rate shall be determined through the use of straight-line interpolation by reference to two rates, one of which shall be determined in accordance with the above provisions, but as if the relevant Reset Period were the period of time for which rates are available next shorter than the length of the actual Reset Period and the other of which shall be determined in accordance with the above provisions, but as if the relevant Reset Period were the period of time for which rates are available next longer than the length of the actual Reset Period;

"National Currency Unit" means the national currency unit of any Participating Member State that becomes a denomination of the euro by reason of Council Regulation (EC) No. 1103/97, Council Regulation (EC) No. 974/98 or any other applicable laws;

the **"New Conversion Condition"** shall be satisfied if, by not later than 7 London Business Days following the occurrence of a Relevant Event where the Acquiror is an Approved Entity, the Issuer has entered into arrangements to its satisfaction with the Approved Entity pursuant to which the Approved Entity irrevocably undertakes to the Trustee, for the benefit of Holders of Affected Securities, to deliver the Relevant Shares to the Settlement Shares Depository upon a conversion of the Securities, all as contemplated in Condition 10(d) (*Occurrence of a Relevant Event*);

"New Conversion Effective Date" means, in relation to any Series of Affected Securities, the date with effect from which the New Conversion Condition is satisfied;

"New Conversion Price" means an amount (in the Specified Currency) per Relevant Share determined by the Issuer in accordance with the following formula:

$$NCP = ECP \times \frac{RS (Average)}{OS (Average)}$$

where:

NCP means the New Conversion Price.

ECP means the Conversion Price in effect on the Exchange Business Day immediately prior to the New Conversion Condition Effective Date.

RS (Average) means the arithmetic average of the Volume Weighted Average Price per Relevant Share (converted, if necessary, into the Specified Currency at the Prevailing Rate on the relevant Exchange Business Day) on each of the 10 Exchange Business Days ending on the Exchange Business Day prior to the date the Relevant Event occurred.

OS (Average) means the arithmetic average of the Volume Weighted Average Price per Ordinary Share (converted, if necessary, into the Specified Currency at the Prevailing Rate on the relevant Exchange Business Day) on each of the 10 Exchange Business Days ending on the Exchange Business Day prior to the date the Relevant Event has occurred.

"Non-Qualifying Relevant Event" means a Relevant Event that is not a Qualifying Relevant Event;

"Non-transferability" means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong or from an account outside Hong Kong to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date (or, if earlier, any CNY Issue Trade Date as specified in the relevant Pricing Supplement) and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

"**Notice Cut-Off Date**" means the date specified as such in the Conversion Trigger Notice, which date shall be at least 20 London Business Days following the Conversion Date;

"**Ordinary Shares**" means fully paid ordinary shares in the capital of HSBC Holdings plc;

"**Parity Securities**" means, in relation to any Series of Securities, (i) the most senior ranking class or classes of preference shares in the capital of the Issuer from time to time and any other securities of the Issuer ranking, or expressed to rank, *pari passu* with the relevant Securities and/or such preference shares in a winding-up or administration of the Issuer as described in Condition 2(c) (*Winding up prior to Capital Adequacy Trigger*), and/or (ii) any securities issued by any other member of the Group where the terms of the securities benefit from a guarantee or support agreement entered into by the Issuer which ranks or is expressed to rank *pari passu* with the relevant Securities and/or such preference shares in a winding-up or administration of the Issuer as described in Condition 2(c) (*Winding up prior to Capital Adequacy Trigger*);

"**Participating Member State**" means any member state of the European Union that has adopted or adopts the single currency in accordance with the Treaty;

"**Prevailing Rate**" means, in relation to any two currencies and any day:

- (a) for the purposes of the definition of Alternative Consideration, the executable bid quotation obtained by the Settlement Shares Depositary which is most favourable to the Securityholder, out of quotations obtained by it from three recognised foreign exchange dealers selected by the Settlement Shares Depositary, for value on such day; and
- (b) for all other purposes, the prevailing market currency exchange rate at the time at which such rate is determined in the relevant market for foreign exchange transactions in such currencies for value on such day, as determined by the Issuer in its sole discretion and acting in a commercially reasonable manner;

"**PRA**" means the Prudential Regulation Authority;

"**PRC**" means the People's Republic of China which, for the purpose of these Conditions, shall exclude Hong Kong, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Prior Ranking Creditors**" means the creditors of the Issuer (a) who are unsubordinated creditors, or (b) whose claims are, or are expressed to be subordinated to the claims of unsubordinated creditors but not further or otherwise, or (c) whose claims are, or are expressed to be, junior to the claims of other creditors of the Issuer, whether subordinated or unsubordinated, other than those whose claims rank or are expressed to rank *pari passu* with, or junior to, the claims of the Securityholders in a winding-up occurring prior to the Capital Adequacy Trigger and includes creditors in respect of (i) the principal and interest in respect of the Existing Subordinated Eurobonds and (ii) the principal and interest in respect of any Subordinated Notes;

"**Qualifying Relevant Event**" means a Relevant Event where (i) the Acquiror is an Approved Entity; and (ii) the New Conversion Condition is satisfied;

"**Redemption Date**" means, in respect of any Series of Securities, the date (if any) on which such Securities are redeemed in accordance with Condition 6 (*Redemption and Purchase*);

"**Redenomination Date**" means a date which:

- (i) shall be a date on which interest in respect of such Securities is payable;
- (ii) is specified by the Issuer in the notice given to the Securityholders pursuant to Condition 9(a) (*Redenomination*); and
- (iii) falls on or after such date as the country of the Relevant Currency becomes a Participating Member State;

"Regular Period" means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to such date and ending on the first Determination Date after such date);

"Regulated Market" means an EEA Regulated Market or another regulated, regularly operating, recognised stock exchange or securities market in an OECD member state;

"Regulatory Preconditions" means:

- (i) in the case of a redemption pursuant to Condition 6(b) (*Redemption for Taxation Reasons*), the Issuer has demonstrated to the satisfaction of the Lead Regulator applicable to the Issuer, that the relevant Taxation Event is a change in the applicable tax treatment of the relevant Securities which is material and was not reasonably foreseeable on the Issue Date; or
- (ii) in the case of a redemption pursuant to Condition 6(e) (*Redemption upon Capital Disqualification Event*), the Issuer has demonstrated to the satisfaction of the Lead Regulator applicable to the Issuer, that the relevant change in the regulatory classification of the relevant Securities was not reasonably foreseeable on the Issue Date;

"Relevant Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong, London and in New York City;

"Relevant Determination Date" means the day which is two Relevant Business Days before the due date for any payment of the relevant amount under these Conditions;

"Relevant Distributions" means, in relation to any date, the sum of (i) all distributions or interest payments made or declared by the Issuer since the end of the last financial year and prior to such date on or in respect of (x) the Securities and (y) any Parity Securities and any Junior Securities and (ii) all distributions or interest payments payable by the Issuer (and not cancelled or deemed to be cancelled) on such date on or in respect of (x) the Securities and (y) any Parity Securities and any Junior Securities, in each case, excluding any such payments already accounted for in determining the Distributable Items;

"Relevant Event" means any person or persons acting in concert (as defined in the Takeover Code of the United Kingdom Panel on Takeovers and Mergers) acquires control of the Issuer. For these purposes "control" means (a) the acquisition or holding of legal or beneficial ownership of more than 50 per cent. of the issued Ordinary Shares of the Issuer; or (b) the right to appoint and/or remove all or the majority of the members of the board of directors of the Issuer, whether obtained directly or indirectly and whether obtained by ownership of share capital, contract or otherwise;

"Relevant Exchange" means, (i) in respect of the Ordinary Shares, the exchange specified as such in the relevant Pricing Supplement (the "**Specified Exchange**") or if the Ordinary Shares are no longer admitted to listing, trading and/or quotation by the Specified Exchange, the principal stock exchange or securities market by which the Ordinary Shares are then admitted to listing, trading and/or quotation, and (ii) in respect of the Relevant Shares or any securities other than the Ordinary Shares, the principal stock exchange or securities market on which the Relevant Shares or such securities, as applicable, are then admitted to listing, trading and/or quotation;

"Relevant Financial Centre Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre or centres for the currency in which payment falls to be made (or, (i) in the case of payments which fall to be made in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong; or (ii) in the case of payments which fall to be made in euro, a Euro Business Day

or, where such currency is a National Currency Unit (as defined in Condition 9 (*Redenomination*)) and the Securities have been redenominated into euro pursuant to Condition 9 (*Redenomination*), the former principal financial centre or centres) and in any other place set out in the Pricing Supplement;

"Relevant Period" has the meaning given in the relevant Pricing Supplement;

"Relevant Rate" means an offered rate where the Benchmark is LIBOR, EURIBOR or CNH HIBOR;

"Relevant Screen Page" means the page, section or other part of a particular information service specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or other information service;

"Relevant Shares" means ordinary share capital of the Approved Entity that constitutes equity share capital or the equivalent (or depositary or other receipts representing the same) which is listed and admitted to trading on a Regulated Market;

"Relevant Supervisory Consent" means, in relation to any redemption or purchase of any Securities, any required permission of the Lead Regulator applicable to the Issuer for such redemption or purchase under the prevailing Applicable Rules;

"Renminbi" means the lawful currency of the PRC;

"Renminbi Dealer" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"Reset Determination Date" means:

- (i) in respect of the First Reset Period, the second Business Day prior to the First Resettable Security Reset Date;
- (ii) in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Resettable Security Reset Date; and
- (iii) in respect of each Reset Period thereafter, the second Business Day prior to the first day of each such Reset Period;

"Reset Period" means the First Reset Period or a Subsequent Reset Period;

"Resettable Coupon Amount" has the meaning given in the relevant Pricing Supplement;

"Resettable Security Interbank Rate" means, in relation to a Reset Determination Date and subject to Condition 3(c) (*Fallback Provision for Resettable Securities*), either:

- (i) Benchmarks other than CNH HIBOR

if the Benchmark specified in the relevant Pricing Supplement is a Benchmark other than CNH HIBOR, the Relevant Rate of the Benchmark (where such Relevant Rate is a composite quotation or interest rate per annum or is customarily supplied by one entity) or the arithmetic mean rounded upwards, if necessary, to the nearest 0.00001 per cent. of the Relevant Rates of the Benchmark for the Relevant Period which appear on the Relevant Screen Page as at, in the case of LIBOR, 11.00 a.m. (London time) or, in the case of EURIBOR, 11.00 a.m. (Brussels time) on such Reset Determination Date; or

- (ii) CNH HIBOR

if the Benchmark specified in the relevant Pricing Supplement is CNH HIBOR, the Relevant Rate of the Benchmark or the arithmetic mean of the Relevant Rates rounded upwards, if necessary, to the nearest 0.00001 per cent. of the Relevant Rates of the Benchmark for the Relevant Period which appear on the Relevant Screen Page as at 11.15 a.m. (Hong Kong time) or,

if at or around that time the Calculation Agent is notified the fixing will be published at 2.30 p.m. (Hong Kong time), then 2.30 p.m. (Hong Kong time) on such Reset Determination Date,

in each case as determined by the Calculation Agent;

"Resettable Security Interest Payment Date" means:

- (i) if Resettable Security Interest Payment Date(s) is/are specified in the relevant Pricing Supplement, the Resettable Security Interest Payment Date(s) in each year so specified, as the same may be adjusted in accordance with the Business Day Convention if applicable; or
- (ii) if the Business Day Convention specified in the relevant Pricing Supplement is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months or other period is specified in the relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months or other period following the Interest Commencement Date (in the case of the first Resettable Security Interest Payment Date) or the previous Resettable Security Interest Payment Date (in any other case);

"Resettable Security Reference Rate" means either the Mid-Swap Rate or the Resettable Security Interbank Rate, as specified in the applicable Pricing Supplement;

"Resettable Security Margin" means the margin specified as such in the relevant Pricing Supplement;

"Resettable Security Reset Date" means the First Resettable Security Reset Date, the Second Resettable Security Reset Date and every Subsequent Resettable Security Reset Date as may be specified as such in the relevant Pricing Supplement;

"Rights Issue Event" has the meaning given to such term in Condition 10(i) (*Adjustments to Conversion Price*);

"Risk Weighted Assets" means, as of any date, the aggregate amount, expressed in U.S. Dollars, of the risk weighted assets of the Group as of such date, as calculated by the Issuer on a consolidated basis and without applying the transitional provisions set out in Part Ten of the CRD IV Regulation, in accordance with the Applicable Rules applicable to the Group as of such date (which calculations shall be binding on the Trustee and the Securityholders) and where the term "risk weighted assets" means the risk weighted assets or total risk exposure amount, as calculated by the Issuer in accordance with the Applicable Rules applicable to the Group as of such date;

"Scheme of Arrangement" means a scheme of arrangement or analogous proceeding;

"Second Resettable Security Reset Date" means the date specified as such in the relevant Pricing Supplement;

"Settlement Date" means:

- (a) with respect to any Affected Security in relation to which a Conversion Notice is received by the Settlement Shares Depositary or its designated agent on or before the Notice Cut-off Date:
 - (1) other than where (2) or (3) applies, the date that is two London Business Days after the latest of (x) the Conversion Date and (y) the date on which the relevant Conversion Notice has been received by the Settlement Shares Depositary or its designated agent;
 - (2) where Condition 10(f) (*Conversion Shares Offer*) is applicable in respect of the relevant Affected Security and where the Issuer has not delivered a Conversion

Shares Offer Election Notice in accordance with Condition 10(f) on or prior to the Latest Conversion Shares Offer Election Date, the date that is two London Business Days after the latest of (x) the Latest Conversion Shares Offer Election Date and (y) the date on which the relevant Conversion Notice has been received by the Settlement Shares Depository or its designated agent; or

(3) where Condition 10(f) (*Conversion Shares Offer*) is applicable in respect of the relevant Affected Security and where the Issuer has delivered a Conversion Shares Offer Election Notice in accordance with Condition 10(f) on or prior to the Latest Conversion Shares Offer Election Date, the date that is two London Business Days after the latest of (x) the date on which the Conversion Shares Offer Period either expires or is terminated in accordance with Condition 10(f) and (y) the date on which the relevant Conversion Notice has been received by the Settlement Shares Depository or its designated agent;

(b) with respect to any Affected Security in relation to which a Conversion Notice is not so received by the Settlement Shares Depository or its designated agent on or before the Notice Cut-off Date, the date on which the Settlement Shares Depository delivers the relevant Ordinary Shares or the relevant Alternative Consideration, as applicable, to the relevant Securityholder;

"Settlement Shares Depository" means a reputable financial institution, trust company or similar entity (which in each such case is wholly independent of the Issuer) to be appointed by the Issuer on or prior to any date when a function ascribed to the Settlement Shares Depository in these Conditions is required to be performed to perform such function and which will hold the Ordinary Shares (and any Alternative Consideration, if applicable) on trust for Securityholders in one or more segregated accounts, unless otherwise required to be transferred out of such accounts for the purposes of a Conversion Shares Offer (if Condition 10(f) (*Conversion Shares Offer*) is specified as being applicable in respect of such Securities in the relevant Pricing Supplement), and otherwise on terms consistent with these Conditions and any relevant Pricing Supplement;

"Settlement Shares Depository Business Day" means a day on which the Settlement Shares Depository is open for general business;

"Shareholder" means a holder of Ordinary Shares;

"Solvent" means, in respect of the Issuer, (a) it is able to pay its debts to its Prior Ranking Creditors as they fall due; and (b) its Assets at least equal its Liabilities;

"Specified Currency" means the currency specified as such in the relevant Pricing Supplement;

"Specified Denomination" means the denomination specified as such in the relevant Pricing Supplement;

"Specified FX Rate" means the rate of exchange for converting one unit of the Specified Currency into one unit of the Conversion Shares Offer Price Currency specified as such in the relevant Pricing Supplement;

"Specified Period" means the period specified as such in the relevant Pricing Supplement;

"Spot Rate" means, on any date, the spot CNY/U.S. Dollars exchange rate for the purchase of U.S. Dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Relevant Business Days, as determined by the Calculation Agent at or around 11 a.m. (Hong Kong time) on the Relevant Determination Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Relevant Determination Date as the most recently available CNY/U.S. Dollars official fixing rate for settlement in two Relevant Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor

Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate;

"**Subordinated Notes**" has the meaning given to it in the Trust Deed;

"**Subsequent Reset Period**" means the period from (and including) the Second Resettable Security Reset Date to (but excluding) the next Resettable Security Reset Date, and each successive period from (and including) a Resettable Security Reset Date to (but excluding) the next succeeding Resettable Security Reset Date;

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 3(c) (*Fallback Provision for Resettable Securities*), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the relevant Pricing Supplement to a basis equivalent to the frequency with which scheduled interest payments are payable on the Securities during the relevant Reset Period (such calculation to be made by the Issuer in conjunction with a leading financial institution selected by it (which may be the Calculation Agent)), of (A) the relevant Resettable Security Reference Rate plus (B) the Resettable Security Margin;

"**Subsequent Resettable Security Reset Date**" means the date specified as such in the relevant Pricing Supplement;

"**Subsidiaries**" has the meaning given to such term in section 1159 of the United Kingdom Companies Act, 2006;

"**Suspension Date**" means the date specified in the Suspension Notice, which date shall be no later than 38 London Business Days after the Latest Conversion Shares Offer Election Date and, if the Issuer elects to conduct a Conversion Shares Offer, shall be at least two London Business Days prior to the end of the relevant Conversion Shares Offer Period;

"**Suspension Notice**" means a notice given by the Issuer to Holders of Affected Securities in accordance with Condition 15 (*Notices*) at any time on or after the Capital Adequacy Trigger Notice has been given and on or prior to the Latest Conversion Shares Offer Election Date, specifying the Suspension Date;

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"**Taxation Event**" means any of the applicable events or circumstances set out in items (i) to (vii) of Condition 6(b) (*Redemption for Taxation Reasons*);

"**Tier 2 capital**" has the meaning given to it by the Lead Regulator applicable to the Issuer from time to time;

"**Treaty**" means the Treaty establishing the European Community, as amended;

"**USD**", "**U.S. Dollars**" and "**U.S.\$**" means the lawful currency of the United States of America;

"**U.S. Dollar Equivalent**" means, in relation to any Renminbi amount payable under the Securities on any date, such Renminbi amount converted into U.S. Dollars using the Spot Rate for the Relevant Determination Date; and

"**Volume Weighted Average Price**" means, in respect of an Ordinary Share, a Relevant Share or, as applicable, a security on any Exchange Business Day, the order book volume-weighted average price of such Ordinary Share, Relevant Share or security published by or derived from the principal stock exchange or securities market on which such Ordinary Share, Relevant Share or security are then listed or quoted or dealt in, if any or, in any such case, such other source as shall be determined in good faith to be appropriate by an Independent Adviser on such Exchange Business Day, provided that if on any such Exchange Business Day such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of an

Ordinary Share, a Relevant Share or a security, as the case may be, in respect of such Exchange Business Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Exchange Business Day on which the same can be so determined or as an Independent Adviser might otherwise determine in good faith to be appropriate.

21. **Interpretation**

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such statutory modification or re-enactment.

References to "**ordinary share capital**" has the meaning provided in Section 1119 of the Income and Corporation Taxes Act 2010 and "**equity share capital**" has the meaning provided in Section 548 of the Companies Act.

References to any issue or offer or grant to Shareholders or Existing Shareholders "**as a class**" or "**by way of rights**" shall be taken to be references to an issue or offer or grant to all or substantially all Shareholders or Existing Shareholders, as the case may be, other than Shareholders or Existing Shareholders, as the case may be, to whom, by reason of the laws of any jurisdiction or requirements of any recognised regulatory body or any other stock exchange or securities market in any jurisdiction or in connection with fractional entitlements, it is determined not to make such issue or offer or grant.

In making any calculation or determination of Current Market Price or Volume Weighted Average Price, such adjustments (if any) shall be made as an Independent Adviser determines in good faith to be appropriate to reflect any consolidation or sub-division of the Ordinary Shares or any issue of Ordinary Shares by way of capitalisation of profits or reserves, or any like or similar event.

For the purposes of Condition 10 (*Conversion*) (i) references to the "issue" of Ordinary Shares or Ordinary Shares being "issued" shall, unless otherwise expressly specified therein, include the delivery of Ordinary Shares, whether newly issued and allotted or previously existing or held by or on behalf of the Issuer or any of its subsidiaries, and (ii) Ordinary Shares held by or on behalf of the Issuer or any of its subsidiaries (and which, in the case of Condition 10(i)(iv), do not rank for the relevant right or other entitlement) shall not be considered as or treated as "in issue" or "issued" or entitled to receive the relevant dividend, right or other entitlement.

DESCRIPTION OF THE ISSUER

Information regarding the Issuer is set out in the Registration Document incorporated into this document by reference on page 26 (*Documents Incorporated by Reference*).

DESCRIPTION OF THE SHARES

Share Capital

The Issuer's share capital consists of its ordinary shares of U.S.\$0.50 each in the capital of the Issuer (the "**Ordinary Shares**") and three classes of preference shares, namely, non-cumulative preference shares of U.S.\$0.01 each (the "**Dollar Preference Shares**"), non-cumulative preference shares of £0.01 each (the "**Sterling Preference Shares**") and non-cumulative preference shares of EUR 0.01 each (the "**Euro Preference Shares**"). The Dollar Preference Shares in issue are Series A Dollar Preference Shares and the Sterling Preference Share in issue is a Series A Sterling Preference Share. There are no Euro Preference Shares in issue.

As at 30 June 2016, the number of outstanding shares in the capital of the Issuer was as follows:

Class of Share	Number
Ordinary Shares	19,813,000,000
Dollar Preference Shares	1,450,000
Sterling Preference Shares	1

Memorandum and Articles of Association

The Issuer's articles of association (the "**Articles of Association**") were adopted by special resolution of the Issuer on 22 May 2009 with effect from 1 October 2009, and as amended by special resolution of the Issuer on 28 May 2010. A summary of the material provisions of the Articles of Association in respect of the Ordinary Shares is set out below. As resolved at the annual general meeting of the Issuer held on 22 May 2009 and in accordance with changes in English company law with effect from 1 October 2009, the Issuer deleted all provisions of its Memorandum of Association which, by virtue of Section 28 of the Companies Act, are to be treated as part of the Articles of Association, including those provisions dealing with the Issuer's objects.

Objects of the Issuer

The objects of the Issuer are unrestricted.

General

There are no limitations imposed by English law or the Articles of Association restricting the rights of non-residents of the UK or non-citizens of the UK to hold or vote shares of the Issuer.

Shares

Ordinary Shares rank *pari passu* with each other in all respects. Fully paid Ordinary Shares confer identical rights in respect of capital, dividends (save where and to the extent that any such share is issued on terms providing that it shall rank for dividend as from a particular date), voting and otherwise.

Preference shares confer such rights as may be determined by the board of directors from time to time (the "**Board**") prior to allotment. Unless determined by the Board prior to allotment and save in respect of certain limited matters set out in the Articles of Association, the Sterling Preference Shares, the Dollar Preference Shares and the Euro Preference Shares carry the same rights and restrictions as each other and rank *pari passu* with each other. Further details of the rights and restrictions attaching to the Sterling Preference Shares, the Dollar Preference Shares and the Euro Preference Shares are set out on page 281 of the 2015 Annual Report and Accounts of the Issuer.

Voting Rights

For the purposes of determining which persons are entitled to attend or vote at a meeting of the Issuer and how many votes such persons may cast, the Issuer may, pursuant to the Uncertificated Securities Regulations 2001 (as amended) (the "**Regulations**"), specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register of members of the Issuer kept pursuant to the Companies Act (the "**Principal Register**") or an Overseas Branch Register in order to have the right to attend or vote at the meeting. Every holder of Ordinary Shares who is entitled to be and is present in person (including any corporation by its duly authorised representative) at a general meeting of the Issuer and is entitled to vote will have one vote on a show of hands and, on a poll, if present in person or by proxy, will have one vote for every such share held by him, save that a member will not be entitled to exercise the right to vote carried by such shares if he or any person appearing to be interested in the shares held by him has been duly served with a notice under section 793 of the Companies Act (requiring disclosure of interests in shares) and is in default in supplying the Issuer with information required by such notice.

Holders of Dollar Preference Shares are entitled to attend and vote at general meetings of the Issuer if any dividend payable on the relevant preference shares in respect of such period as the Board may determine prior to allotment thereof, is not paid in full or in such other circumstances, and upon and subject to such terms, as the Board may determine prior to the allotment of the relevant preference shares. Holders of Sterling Preference Shares and Euro Preference Shares do not have any right to attend or vote at general meetings.

General Meetings

The Issuer must give at least 21 clear days' notice in writing of an annual general meeting. All other general meetings may be called by at least 14 clear days' notice in writing. For the purpose of controlling the level of attendance or ensuring the safety of those attending at any place specified for the holding of a general meeting, the board may make from time to time such arrangements as the board, in its absolute discretion, considers to be appropriate. In any such case, the board will direct that the meeting be held at a specified place, where the chairman of the meeting shall preside, and make arrangements for simultaneous attendance and participation by shareholders and proxies at other locations. The chairman of a general meeting has express authority to interrupt or adjourn the meeting if, in his opinion, it has become necessary to do so in order to secure the proper conduct of the meeting. Annual general meetings of the Issuer are to be held at such time and in such place as the Board may determine.

Dividends and other Distributions and Return of Capital

The Issuer may, by ordinary resolution, declare dividends to be paid to holders of Ordinary Shares, but no dividend shall exceed the amount recommended by the Board. The Board may pay interim dividends as appears to the Board to be justified by the profits available for distribution.

The Board may, with the prior authority of an ordinary resolution and subject to such terms and conditions as the Board may determine, offer to any holder of Ordinary Shares the right to elect to receive ordinary shares of the same or a different currency, credited as fully paid, instead of cash in any currency in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution. At the annual general meeting of the Issuer held on 22 April 2016, shareholders renewed the authority to give the directors authority to offer a scrip dividend alternative until the conclusion of the Annual General Meeting of the Issuer in 2019.

On any distribution by way of capitalisation, the amount to be distributed will be appropriated amongst the holders of Ordinary Shares (whether or not fully paid) in proportion to their holdings of Ordinary Shares and apply such amount on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any Ordinary Shares held by them, or in paying up in full unissued shares or debentures of the Issuer of a nominal amount equal to that amount, and allot the shares or debentures to those holders of Ordinary Shares.

The Dollar Preference Shares, Sterling Preference Shares and Euro Preference Shares carry the right in priority to the payment of any dividend to the holders of Ordinary Shares and any other class of shares (other than other preference shares that rank *pari passu* or in priority as regards income) to a non-

cumulative preference dividend payable at such rate and on such terms as the Board may determine prior to the allotment of such shares.

A dividend will not be declared or paid on the Dollar Preference Shares if payment of the dividend would cause the Issuer not to meet the applicable capital adequacy requirements of the PRA or if the profits of the Issuer available for distribution are not sufficient to enable it to pay in full both dividends on those preference shares and on any other shares scheduled to be paid on the same date and that have an equal right to dividends.

All dividends shall be apportioned and paid proportionately to the percentage of the nominal amount paid up on the shares during any portion(s) of the period in respect of which the dividend is paid, save that if any share is issued on terms providing that it shall rank for dividend as from a particular date, it shall rank for dividend accordingly. Subject to the rights attaching to any shares, any dividend or other monies payable in respect of a share may be paid in such currency as the Board may determine. If and whenever the shares on which a dividend is declared are denominated in different currencies, the dividend shall be declared in a single currency.

Any dividend unclaimed after a period of 12 years from the date of declaration of such dividend may be forfeited and revert to the Issuer. No dividends or other monies payable on or in respect of a share shall bear interest against the Issuer.

On a return of capital, whether in a winding-up or otherwise, the Ordinary Shares will rank equally in all respects and the preference shares in the Issuer will be entitled to the rights attaching to them on issue.

Variation of Rights and Alteration of Capital

The rights attached to any class of shares in the Issuer may (subject to their terms of issue) be varied or abrogated in such manner (if any) as may be provided by the rights contained in the Articles of Association or, in the absence of such provision, with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of that class (excluding any shares held in treasury) or with the sanction of a special resolution passed at a separate meeting of the holders of shares of that class. At any such separate meeting, the provisions of the Articles of Association relating to general meetings will apply, but the necessary quorum at any such meeting will be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of that class (except at an adjourned meeting, at which the quorum shall be any holder of shares of the class, present in person or by proxy) and any such person may demand a poll.

As a matter of English law, the Issuer may:

- by ordinary resolution, increase its share capital, consolidate and divide all or any of its shares into shares of larger amount, sub-divide all or any of its shares into shares of smaller amount and cancel any shares not taken or agreed to be taken by any person; and
- by special resolution, reduce its share capital, any capital redemption reserve, share premium account or other undistributable reserve in any way.

Transfer of Shares

All transfers of shares which are in certificated form may be effected by instrument of transfer in writing in any usual form or in any other form approved by the Board. Such instrument must be executed by or on behalf of the transferor and, if the shares thereby transferred are not fully paid up, by or on behalf of the transferee. The transferor will be deemed to remain the holder of the shares transferred until the name of the transferee is entered in a register of members of the Issuer in respect thereof. All transfers of shares which are in uncertificated form may be effected by means of a computer based system and procedures which enable title to units of a security to be evidenced and transferred without a written instrument (a "relevant system").

The Board may, in its absolute discretion, refuse to register any transfer of shares (not being fully paid shares or in respect of which the Issuer has a lien) provided that, where any such shares are listed on the London Stock Exchange or such other principal stock exchange in the United Kingdom for the time being, such discretion may not be exercised in such a way as to prevent dealings in the shares of that class from taking place on an open and proper basis. The Board may also refuse to register a transfer of

uncertificated shares in such other circumstances as may be permitted or required by the Regulations and the relevant system. If the Board refuses to register a transfer of a share, it must give notice of such refusal to the relevant transferee, together with reasons for the refusal.

To be registered, a transfer of shares must:

- be in relation to shares which are fully paid up and on which the Issuer does not have any lien;
- relate to one class of shares denominated in the same currency;
- be in favour of a single transferee or not more than four persons; and
- be duly stamped (if required).

A transfer of shares must be delivered to the Issuer's registered office or its registrars, accompanied by the certificate to which it relates or such other evidence that proves the title of the transferor.

The Issuer's shares are in registered form and the Articles of Association do not provide for bearer shares.

The Board is required to keep the following registers of its members:

- in the UK, the Principal Register;
- in Hong Kong, a register of members resident in Hong Kong (the "**Hong Kong Branch Register**"); and
- in any such other countries or territories that the Board may from time to time, in its sole discretion, determine, a register of members resident in such country or territory (together with the Hong Kong Branch Register, the "**Overseas Branch Registers**").

Subject to applicable law, any class of shares may be held, registered, converted to, transferred or otherwise dealt with, in uncertificated form or certificated form and converted from uncertificated form to certificated form in accordance with the Regulations and the practices instituted by Euroclear UK & Ireland Limited, or such other person as may from time to time be approved by HM Treasury under the Regulations as operator of the relevant system.

Disclosure of Holdings Exceeding Certain Percentages

The Disclosure and Transparency Rules of the UK Financial Conduct Authority require the Issuer's shareholders to notify the Issuer if the voting rights held by such shareholders (including by way of certain financial instruments) reach, exceed or fall below 3 per cent and each 1 per cent. threshold thereafter up to 100 per cent. Under the Disclosure and Transparency Rules, certain voting rights in the Issuer may be disregarded.

If a shareholder or any person appearing to be interested in shares in the Issuer has been sent a notice under section 793 of the Companies Act (which confers upon public companies the power to require information from any person whom the Issuer knows or has reasonable cause to believe to be interested in the shares) and has failed in relation to any shares (the "**default shares**"), to supply the information requested within the period set out in the notice, then unless the Board otherwise determines, the shareholder is not entitled to be present at or to vote the default shares at any general meeting of the Issuer or to exercise any other right conferred by being a shareholder of the Issuer. Unless the Board otherwise determines, if the default shares represent at least 0.25 per cent. in nominal value of the issued shares of that class, any dividend shall be withheld by the Issuer without interest, no election may be made for any scrip dividend alternative, and no transfer of any shares held by the shareholder will be registered except in limited circumstances.

Mandatory Takeover-Bids, Squeeze-Out and Sell-Out Rules

Other than as provided by the Companies Act and the Takeover Code of the United Kingdom, there are no rules or provisions relating to mandatory bids and/or squeeze-out and sell-out rules in relation to the Ordinary Shares.

Untraced Members

The Issuer is empowered to sell, on such terms as the Board determines, based upon advice of appropriate bankers, brokers or others, to be reasonably practicable, any share registered in the name of a member remaining untraced for 12 years who fails to communicate with the Issuer within three months following the publication of advertisements in the UK, Hong Kong and in the area of the last known address of the relevant member, of the Issuer's intention to make such a disposal; provided that during the 12-year period at least three dividends have become payable and no such dividend has been claimed and a notice has been made by the Issuer to the stock exchange (if any) on which the shares are listed of the Issuer's intention to make such sale.

The Issuer will be obliged to account to the member for the proceeds of the disposal but no interest will be payable to the member in respect of such proceeds or account for any money earned on them.

Forfeiture and Lien

If a member fails to pay in full any call or instalment of a call on or before the due date for payment, then, following notice by the Board requiring payment of the unpaid amount with any accrued interest and any expenses incurred, such share may be forfeited by a resolution of the Board to that effect (including all dividends declared in respect of the forfeited share and not actually paid before forfeiture). A member whose shares have been forfeited will cease to be a member in respect of the shares, but will, notwithstanding the forfeiture, remain liable to pay to the Issuer all monies which at the date of forfeiture were presently payable together with interest without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

A forfeited share becomes the property of the Issuer, and it may be sold, re-allotted, otherwise disposed of or cancelled as the Board may determine.

The Issuer has a first and paramount lien on every share which is not fully paid, to the extent and in the circumstances permitted by the Companies Act.

The Board may sell all and any of the shares subject to any lien as it may determine, where monies have been called or are payable and a demand has been made in respect thereof. Any share on which the Issuer has a lien may be sold on the terms set out in the Articles of Association. The proceeds of sale shall first be applied towards payment of the amount in respect of the lien insofar as it is still payable and then on surrender of the share certificate for cancellation (in the case of shares in certificated form), to the person entitled to the shares at the time of sale.

Winding-Up

Subject to applicable insolvency laws and the Articles of Association, on a winding-up of the Issuer, holders of the Dollar Preference Shares, Sterling Preference Shares and Euro Preference Shares have the right to receive out of assets available for distribution to members, in priority to any payment to holders of Ordinary Shares and any other class of shares (other than other preference shares that rank *pari passu* or in priority as regards repayment of capital), a sum equal to any unpaid dividend on the relevant shares and the amount paid up on the relevant shares together with such premium (if any) as may be determined by the Board prior to the allotment thereof.

On a winding up of the Issuer, the Ordinary Shares rank equally in all respects and distributions of the Issuer's assets to holders of Ordinary Shares will be made in accordance with applicable insolvency laws.

Admission to Trading of the Ordinary Shares

The Ordinary Shares have dual primary listing in the United Kingdom and in Hong Kong SAR.

In the United Kingdom, the Ordinary Shares currently in issue are listed on the Official List of the UK Listing Authority and are admitted to trading on the main market of the London Stock Exchange's regulated market for listed securities.

The London Stock Exchange is a key element of the financial infrastructure in the United Kingdom. Its roots stretch back to 1801 and the London Stock Exchange's regulated market is regulated by the UK Financial Conduct Authority.

On 9 September 2016, the daily trading volume (in terms of value) of all order book trading on the London Stock Exchange was £223,823,500. Price and trading information is available on the London Stock Exchange's website which is continually updated with a 15 minute time delay. The trading prices of the Ordinary Shares and daily trading volumes are published on the London Stock Exchange's website and in the London Stock Exchange's Daily Official List, as well as on the Issuer's website. The ISIN of the Ordinary Shares is GB0005405286.

Further information about the London Stock Exchange can be obtained from the website of the London Stock Exchange at www.londonstockexchange.com.

In Hong Kong SAR, the Ordinary Shares currently in issue are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the "**SEHK**"). The SEHK operates and maintains the only recognised stock exchange in Hong Kong.

The roots of the Hong Kong stock market stretch back to 1891, when the first formal stock exchange was formed. The SEHK, being the current operator of the Hong Kong stock market, was created from the merger of the Hong Kong Stock Exchange, Far East Exchange, Kam Ngan Stock Exchange and Kowloon Stock Exchange in 1986. The principal regulator of Hong Kong's securities and futures markets, including the Main Board of the SEHK, is the Securities and Futures Commission.

On 9 September 2016, the SEHK had a daily trading volume (in terms of value) of HK\$ 2,663,267,000. Stock price information on the Ordinary Shares is available on the website of Hong Kong Exchanges and Clearing Limited which is continually updated with a delay of at least 15 minutes.

Further information about the SEHK can be obtained from the website of Hong Kong Exchanges and Clearing Limited at <http://www.hkex.com.hk/>.

The Ordinary Shares currently in issue are also traded on the Paris Stock Exchange and the Bermuda Stock Exchange, as well as on the New York Stock Exchange in the form of American Depositary Shares.

The past and future performance of the Ordinary Shares and their volatility may be obtained from: <http://www.hsbc.com/investor-relations/share-information>.

UNITED KINGDOM TAXATION

The following is a summary of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Securities. It is based on current law and the practice of Her Majesty's Revenue & Customs ("HMRC"), which may be subject to change, sometimes with retrospective effect. The comments do not deal with other United Kingdom tax aspects of acquiring, holding or disposing of Securities. The comments relate only to the position of persons who are absolute beneficial owners of the Securities. The following is a general guide and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Securityholders who are in any doubt as to their tax position should consult their professional advisers. Securityholders who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Securities are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Securities. In particular, Securityholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Securities even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

(A) United Kingdom Withholding Tax

1. For so long as the Securities constitute "regulatory capital securities" for the purposes of The Taxation of Regulatory Capital Securities Regulations 2013, interest on the Securities may be paid without withholding or deduction for or on account of United Kingdom income tax. This exemption will not apply where there are arrangements, the main purpose, or one of the main purposes, of which is to obtain a tax advantage as a result of the application of these Regulations in respect of the Securities.
2. In all cases falling outside the exemption described above, interest on the Securities may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

(B) Other Rules Relating to United Kingdom Withholding Tax

1. Where interest has been paid under deduction of United Kingdom income tax, Securityholders or Couponholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.
2. Securities may be issued at an issue price of less than 100 per cent of their principal amount. Any discount element on any such Securities will not generally be subject to any United Kingdom withholding tax pursuant to the provisions mentioned above.
3. Where Securities are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax as outlined above.
4. The references to "interest" in the above summary under the heading "United Kingdom Taxation" mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Securities or any related documentation. Where a payment on a Security does not constitute (or is not treated as) interest for United Kingdom tax purposes, and the payment has a United Kingdom source, it would potentially be subject to United Kingdom withholding tax if, for example, it constitutes (or is treated as) an annual payment for United Kingdom tax purposes (which will be determined by, amongst other things, the terms and conditions specified by the final terms of the

Securities). In such a case, the payment may fall to be made under deduction of United Kingdom tax (the rate of withholding depending on the nature of the payment), subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

5. The above summary under the heading "*United Kingdom Taxation*" assumes that there will be no substitution of the Issuer pursuant to Condition 16 (*Modification of Terms, Waiver and Substitution*) of the Securities and does not consider the tax consequences of any such substitution.

CERTAIN OTHER TAXATION MATTERS

1. **The proposed financial transactions tax ("FTT")**

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

2. **Withholding of U.S. tax on account of FATCA**

The United States has enacted rules, commonly referred to as FATCA, that generally impose a new reporting and withholding regime with respect to certain U.S. source payments (including dividends and interest), gross proceeds from the disposition of property that can produce U.S. source interest and dividends and certain payments made by, and financial accounts held with, entities that are classified as financial institutions under FATCA.

The United States has entered into an intergovernmental agreement regarding the implementation of FATCA with the United Kingdom (the "**IGA**"). Under the IGA, as currently drafted, the Issuer does not expect non-U.S. source payments made on or with respect to the Securities to be subject to withholding under FATCA. However, significant aspects of when and how FATCA will apply remain unclear, and no assurance can be given that withholding under FATCA will not become relevant with respect to payments made on or with respect to the Securities in the future.

Whilst the Securities are in global form and held within the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Securities by the Issuer, any paying agent, the common depository or common safekeeper (as applicable), given that each of the entities in the payment chain beginning with the Issuer and ending with the ICSDs is a major financial institution whose business is dependent on compliance and participation with FATCA and that any alternative approach introduced under an intergovernmental agreement will be unlikely to affect the Securities. The Programme documentation expressly contemplates the possibility that the Securities may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to withholding. However, definitive Securities will only be printed in remote circumstances.

An investor should be aware that if any payments in relation to a Security were subject to withholding or deduction under FATCA, the Issuer would have no obligation to pay additional amounts in relation to such withholding or deduction in accordance with Condition 7 (*Taxation*) of the Securities.

SUBSCRIPTION AND SALE

HSBC Bank plc (the "**Dealer**") has, in a dealer agreement dated 20 September 2016 (the "**Dealer Agreement**", which expression includes any amendments and supplements thereto) agreed with the Issuer a basis upon which it may from time to time agree either as principal or agent of the Issuer to subscribe for or purchase, to underwrite or, as the case may be, to procure subscribers or purchasers for Securities. When entering into any such agreement to subscribe for or purchase, to underwrite, or as the case may be, to procure subscribers for or purchasers for any particular Series of Securities, the Issuer and the Dealer(s) will agree details relating to the form of such Securities and the Conditions relating to such Securities. The Dealer Agreement contains provisions for the Issuer to appoint other dealers (together with the Dealer, the "**Dealers**") from time to time either generally in respect of the Programme or in relation to a particular Tranche of Securities. The price and amount of Securities to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

General

No action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Securities, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Offering Memorandum or any Pricing Supplement come are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they subscribe for, purchase, offer, sell or deliver Securities or have in their possession or distribute such offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out below) to the extent that such restrictions shall, as a result of change(s) in, or change(s) in official interpretation of, after the date hereof, applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the first paragraph under the heading "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in a supplement to this Offering Memorandum.

United States of America

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Bearer Securities are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Dealer has agreed that (a) it will not offer, sell or deliver Securities, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Securities of a Tranche, as certified to the Principal Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Securities to or through more than one Dealer, by each of such Dealers as to the Securities of such Tranche purchased by or through it, in which case the Principal Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and (b) it will send to each dealer to which it sells Securities during the periods referred to in (a)(i) and (ii) above a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Securities comprising any Tranche, any offer or sale of Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer;
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom; and
- (c) it has complied and will comply with the PI Rules, as amended or replaced from time to time, with such Dealer deemed to be a "firm" for these purposes.

People's Republic of China

Each of the Dealers has represented, warranted, undertaken and acknowledged that the Securities may not be offered or sold directly or indirectly within the People's Republic of China (for such purposes, not including Hong Kong and Macau Special Administrative Regions or Taiwan) ("**PRC**"). This Offering Memorandum or any information contained or incorporated by reference herein does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. This Offering Memorandum, any information contained herein or the Securities have not been, and will not be, submitted to, approved by, verified by or registered with any relevant governmental authorities in the PRC and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Securities in the PRC.

The Securities may only be invested in by PRC investors that are authorised to engage in the investment in the Securities of the type being offered or sold. Investors are responsible for obtaining all relevant governmental approvals, verifications, licences or registrations (if any) from all relevant PRC governmental authorities, including, but not limited to, the State Administration of Foreign Exchange, the China Securities Regulatory Commission, the China Banking Regulatory Commission, the China Insurance Regulatory Commission and/or other relevant regulatory bodies, and complying with all relevant PRC regulations, including, but not limited to, any relevant foreign exchange regulations and/or overseas investment regulations.

Hong Kong

Each of the Dealers has represented, warranted and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities, other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong ("**SFO**") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding-Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**Companies Ordinance**") or which do not constitute an offer to the public within the meaning of the Companies Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Singapore

This Offering Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Offering Memorandum and any other document or material in

connection with the offer or sale, or invitation for subscription or purchase, of the Securities may not be circulated or distributed, nor may the Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor pursuant to Section 274 of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"), (b) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to an offer referred to in Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person as defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) of the SFA or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Taiwan

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that, except where such sale is made through a duly licensed Taiwan intermediary and the relevant Securities meet all applicable requirements for sale in Taiwan, it has not offered, sold or delivered, and will not offer, sell or deliver, at any time, directly or indirectly, any Securities in Taiwan.

In the event that the Securities are to be listed in Taiwan, the Securities shall not be, offered, sold or re-sold, directly or indirectly, to investors other than "professional institutional investors" as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the ROC ("**Professional Institutional Investors**"). Purchasers of the Securities are not permitted to sell or otherwise dispose of the Securities except by transfer to a Professional Institutional Investor.

GENERAL INFORMATION

1. The establishment and continuation of the Programme was authorised pursuant to resolutions of the Board of Directors of the Issuer passed on 1 August 2014 and 29 July 2016. The maximum aggregate principal amount of Securities outstanding at any one time under the Programme will not exceed USD 50,000,000,000 (and for this purpose, any Securities denominated in another currency shall be translated into U.S. Dollars at the date of the agreement to issue such Securities (calculated in accordance with the provisions of the Dealer Agreement)). The maximum aggregate principal amount of Securities which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement.
2. The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Securities of each Series will be set out in the relevant Pricing Supplement. The relevant Pricing Supplement will specify any other clearing system that has accepted the relevant Securities for clearance together with any further appropriate information.
3. Settlement arrangements will be agreed between the Issuer, the relevant Dealer and the Principal Paying and Conversion Agent or, as the case may be, the Registrar in relation to each Tranche of Securities.
4. In relation to the Issuer, any transfer of, or payment in respect of, a Security or Coupon involving the government of any country which is at the relevant time the subject of United Nations sanctions, any person or body resident in, incorporated in or constituted under the laws of any such country or exercising public functions in any such country or any person or body controlled by any of the foregoing or by any person acting on behalf of the foregoing may be subject to restrictions pursuant to such sanctions.
5. So long as Securities are capable of being issued under this Programme, the physical form of the following documents may be inspected during normal business hours at the registered office of the Issuer:
 - (a) the constitutional documents of the Issuer;
 - (b) the Dealer Agreement;
 - (c) the Agency Agreement;
 - (d) the Trust Deed (including the Forms of Securities, Coupons and Talons);
 - (e) the Annual Report and Accounts of the Issuer and its subsidiary undertakings for the years ended 31 December 2014 and 31 December 2015 together with all other audited consolidated annual reports and accounts of the Issuer subsequent to 31 December 2015; and
 - (f) in the case of any issue of unlisted instruments, any Pricing Supplement will generally only be available for inspection by a holder of such Security and such holder must provide evidence satisfactory to the Issuer as to the identity of such holder.
6. The Trust Deed provides that the Trustee may rely on certificates or reports from the Auditors (as defined in the Trust Deed) and/or any other expert in accordance with the provisions of the Trust Deed whether or not any such certificate or report or engagement letter or other document entered into by the Trustee and the Auditors or such other expert in connection therewith contains any limit on liability (monetary or otherwise) of the Auditors or such other expert.
7. The Issuer will, at its registered office, at the registered office of HSBC Bank plc and at the specified offices of the Paying Agents, make available for inspection during normal office hours, free of charge, upon oral or written request, a copy of this Offering Memorandum and any document incorporated by reference therein prepared in relation to the Programme. Written or oral requests for such documents should be directed to the specified office of any Paying Agent.

8. KPMG Audit Plc Chartered Accountants of 15 Canada Square, London E14 5GL, United Kingdom has audited without qualification the Financial Statements contained in the Annual Report and Accounts of the Issuer for the financial years ended 31 December 2009, 2010, 2011, 2012, 2013 and 2014. A resolution to appoint PricewaterhouseCoopers LLP ("**PwC**") of 1 Embankment Place, London, WC2N 6RH, United Kingdom as auditor of the Issuer was proposed and passed at the Issuer's Annual General Meeting held on 24 April 2015. PwC has audited without qualification the financial statements contained in the Annual Report and Accounts of the Issuer for the financial year ended 31 December 2015.
9. There has been no material adverse change in the prospects of the Issuer since 31 December 2015.
10. There has been no significant change in the financial or trading position of the Issuer and its subsidiaries since 30 June 2016.
11. Save as disclosed in Note 29 (*Provisions*) on pages 421 to 423 and in Note 40 (*Legal proceedings and regulatory matters*) on pages 445 to 454 of the Issuer's 2015 Annual Report and Accounts, and in Note 16 (*Provisions*) and Note 19 (*Legal proceedings and regulatory matters*) on pages 128 to 129, and on pages 130 to 136 respectively of the Issuer's Interim Report 2016 (both incorporated by reference herein), there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 month period before the date of this Offering Memorandum which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer and/or the Issuer and its subsidiaries.
12. D Nish and J Tai were appointed to the Board of Directors of the Issuer with effect from 1 May 2016 and 12 September 2016, respectively. The business address of D Nish and J Tai is 8 Canada Square, London, E14 5HQ, United Kingdom. Further information on D Nish is set out at page 146 of the Interim Report 2016. There are no existing or potential conflicts of interest between any duties owed to the Issuer by the directors of the Issuer and the private interests and/or external duties owed by D Nish and J Tai.

HEAD AND REGISTERED OFFICE OF THE ISSUER

HSBC Holdings plc
8 Canada Square
London
E14 5HQ
United Kingdom
(Tel: +44 20 7991 8888)

TRUSTEE

The Law Debenture Trust Corporation p.l.c.
Fifth Floor
100 Wood Street
London
EC2V 7EX
United Kingdom

PRINCIPAL PAYING AND CONVERSION AGENT AND REGISTRAR

HSBC Bank plc
8 Canada Square
London
E14 5HQ
United Kingdom

AGENT BANK

HSBC Bank plc
8 Canada Square
London
E14 5HQ
United Kingdom

PROGRAMME ARRANGER AND DEALER

HSBC Bank plc
8 Canada Square
London
E14 5HQ
United Kingdom

LEGAL ADVISERS TO THE ISSUER

as to English law

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
United Kingdom

LEGAL ADVISERS TO THE PROGRAMME ARRANGER, DEALER(S) AND TRUSTEE

as to English law

Allen & Overy LLP
One Bishops Square
London
E1 6AD
United Kingdom