# HSBC Asia Holdings Limited

Main features of regulatory capital instruments and non-capital LAC debt instruments at 30 September 2019 (Unaudited)



Со	ntents:	
Se	ction (i) Only regulatory capital (but not LAC) requirements	
1	Primary capital undated floating rate notes (USD 400m)	5
Se	ction (ii) Both regulatory capital and LAC requirements	
2	Ordinary Shares	6
3	Perpetual subordinated loan (USD 1,000m)	6
4	Perpetual subordinated loan (USD 900m)	7
5	Perpetual subordinated loan (USD 500m)	7
3	Perpetual subordinated loan (USD 600m)	
7	Perpetual subordinated loan (USD 700m)	8
3	Perpetual subordinated loan (USD 900m)	9
9	Perpetual subordinated loan (USD 1,100m)	9
10	Subordinated loan due 2031 (USD 600m)	10
11	Subordinated loan due 2030 (USD 1,000m)	10
12	Subordinated loan due 2030 (USD 180m)	11
Se	ction (iii) Only LAC (but not regulatory capital) requirements	
13	Subordinated loan due 2022 (USD 570m)	12
14	Subordinated loan due 2024 (USD 575m)	12
15	Subordinated loan due 2027 (USD 630m)	13
16	Subordinated loan due 2028 (USD 725m)	13
17	Subordinated loan due 2024 (AUD 650m)	14
8	Subordinated loan due 2024 (AUD 350m)	14
19	Subordinated loan due 2023 (USD 1,750m)	15
20	Subordinated loan due 2028 (USD 1,750m)	15
21	Subordinated loan due 2023 (USD 1,000m)	16
22	Subordinated loan due 2024 (USD 2,000m)	16
23	Subordinated loan due 2029 (USD 3,000m)	17
24	Subordinated loan due 2024 (JPY 79,300m)	17
25	Subordinated loan due 2026 (JPY 13,100m)	
26	Subordinated loan due 2028 (JPY 67,600m)	
27	Subordinated loan due 2036 (USD 2,000m)	19
28	Subordinated loan due 2026 (USD 2,500m)	19
9	Subordinated loan due 2022 (USD 2,500m)	20
	Footnotes	

### **Certain Defined Terms**

Within this document, The Hong Kong Special Administrative Region of the People's Republic of China is referred to as 'Hong Kong'. The abbreviation 'm' represents millions of the relevant currency.

#### Disclaimer

This document is a disclosure document published to provide a description of the main features of HSBC Asia Holdings Limited's capital instruments and non-capital Loss Absorbing Capacity (LAC) instruments.

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

Disclosure in the required format has resulted in simplification and abbreviation of the features of the capital instruments described herein. The information contained in this document is not intended to be a comprehensive description of such capital instruments. No investor or prospective investor in any such capital instruments should rely upon the description contained in this document and HSBC shall not be liable for any inaccuracy or misstatement contained in this document.

All capital instruments issued by HSBC Asia Holdings Limited are held by HSBC Holdings plc except for the Primary capital undated floating rate notes which are held by external investors. Information with respect to any capital instrument in this document should not be used for investment advice and does not constitute an offer to sell or solicitation of an offer to buy any such capital instrument or any advice or recommendation with respect to any such capital instrument. When making a decision about your investments, you should seek the advice of a professional financial adviser.

6	tion (i) Only regulatory conital (but not LAC) requirements	<ol> <li>Primary capital undated floating rate notes</li> </ol>
Sec	tion (i) Only regulatory capital (but not LAC) requirements	(USD 400m)
1	Issuer	The Hongkong and Shanghai Banking Corporation Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	GB0004355490
3	Governing law(s) of the instrument	English Law
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A
	Regulatory treatment	
4	Transitional Basel III rules <sup>1</sup>	Tier 2
5	Post-transitional Basel III rules <sup>2</sup>	Ineligible
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Solo and Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	N/A
7	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	USD 400m
Ba	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	N/A
9	Par value of instrument	USD 400m
10	Accounting classification	Liability - amortised cost
11	Original date of issuance	09 Jul 1986
12	Perpetual or dated	Perpetual
13	Original maturity date	N/A
14 15	Issuer call subject to prior supervisory approval	Yes 9 Jul 1991 / Tax event at any time / Par
16	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	Every interest payment date after first call date
	Coupons / dividends	uale
17	Fixed or floating dividend/coupon	Floating
18	Coupon rate and any related index	3 months USD LIBOR (if LIMEAN is unavailable) + 0.1875%
19	Existence of a dividend stopper	No
20	Fully discretionary, partially discretionary or mandatory	Partially discretionary
21	Existence of step up or other incentive to redeem	No
22	Non-cumulative or cumulative	Cumulative
23	Convertible or non-convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes
31	If write-down, write-down trigger(s)	Triggers to statutory bail-in power under FIRC
32	If write-down, full or partial	May be written down partially
33	If write-down, permanent or temporary	Permanent
34	If temporary write-down, description of write-up mechanism	N/A
34a	Type of subordination	Contractual
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to more senior Tier instruments
36	Non-compliant transitioned features	Yes
37	If yes, specify non-compliant features	No Non-Viability Loss Absorption clauses.
	Terms and conditions	Terms and conditions - Capital instrument
		10

Sec	tion (ii) Both regulatory capital and LAC requirements	2) Ordinary Shares	<ol> <li>Perpetual subordinated loan (USD 1,000m)</li> </ol>
	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
I	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
	Transitional Basel III rules <sup>1</sup>	NA	NA
	Post-transitional Basel III rules <sup>2</sup>	Common Equity Tier 1	Additional Tier 1
	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
	Instrument type (types to be specified by each jurisdiction)	Ordinary shares	Perpetual debt instrument
	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	USD 56,587m	USD 1,000m
a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 56,587m	USD 1,000m
	Par value of instrument	No par value (Total amount USD 56,587m)	USD 1,000m
0	Accounting classification	Shareholders' equity	Shareholders' equity
1	Original date of issuance	Various	18 Jun 2019
2	Perpetual or dated	Perpetual	Perpetual
3	Original maturity date	N/A	NA
ŀ	Issuer call subject to prior supervisory approval	N/A	Yes
5	Optional call date, contingent call dates and redemption price	N/A	30 Mar 2025 / Par
6	Subsequent call dates, if applicable	N/A	Every interest payment date after first call date
	Coupons / dividends		
7	Fixed or floating dividend/coupon	N/A	Fixed to floating
3	Coupon rate and any related index	N/A	From 30/03/2025 rate changes from fixed 6.09% to 3 month LIBOR plus 4.08%
9	Existence of a dividend stopper	N/A	No
)	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
	Existence of step up or other incentive to redeem	N/A	No
2	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
3	Convertible or non-convertible	Non-convertible	Convertible
1	If convertible, conversion trigger(s)	N/A	Triggers to statutory bail-in power under Hk Financial Institutions (Resolution) Ordinan – HKMA ('FIRO')
5	If convertible, fully or partially	N/A	May convert fully or partially
;	If convertible, conversion rate	N/A	To be determined at conversion
7	If convertible, mandatory or optional conversion	N/A	Mandatory upon satisfaction of certain conditions
3	If convertible, specify instrument type convertible into	N/A	To be determined subject to statutory bail-ir power under FIRO
Э	If convertible, specify issuer of instrument it converts into	N/A	To be determined subject to statutory bail-in power under FIRO
)	Write-down feature	N/A	Yes
1	If write-down, write-down trigger(s)	N/A	Contractual write-down at point of non- viability of borrower. Contractual recognitic of HKMA statutory bail-in power under FIR
2	If write-down, full or partial	N/A	May be written down partially
3	If write-down, permanent or temporary	N/A	Permanent
4	If temporary write-down, description of write-up mechanism	N/A	NA
4a	Type of subordination	Structural	Structural
	Position in subordination hierarchy in liquidation (specify instrument type immediately	Immediately subordinate to Additional Tier 1	Immediately subordinate to Tier 2 instrumen

36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	NA
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		o <sup>3</sup>	a <sup>3</sup>

4) Perpetual subordinated loan (USD 900m) 5) Perpetual subordinated loan (USD 500m)

1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is	N/A	N/A
	achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)		
	Regulatory treatment	NA	NA
4 5	Transitional Basel III rules <sup>1</sup>	NA Additional Tier 1	NA Additional Tige 1
) )	Post-transitional Basel III rules <sup>2</sup>	Group	Additional Tier 1 Group
ba Ba	Eligible at solo/group/solo and group (for regulatory capital purposes)		
	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	USD 900m	USD 500m
Ba	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 900m	USD 500m
)	Par value of instrument	USD 900m	USD 500m
0	Accounting classification	Shareholders' equity	Shareholders' equity
1	Original date of issuance	30 May 2019	21 Jun 2019
2	Perpetual or dated	Perpetual	Perpetual
3	Original maturity date	NA	NA
4	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	28 Sep 2026 / Par	30 Mar 2025 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
8	Coupon rate and any related index	From 28/09/2026 rate changes from fixed 6.51% to 3 month LIBOR plus 4.25%	From 30/03/2025 rate changes from fixed 6.172% to 3 month LIBOR plus 4.23%
9	Existence of a dividend stopper	No	No
0	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
1	Existence of step up or other incentive to redeem	No	No
2	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
3	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
5	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
7	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
8	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
9	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
		Yes	Yes
0	Write-down feature		
	Write-down feature If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	
81	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
81	If write-down, write-down trigger(s) If write-down, full or partial	Contractual write-down at point of non- viability of borrower. Contractual recognition	viability of borrower. Contractual recognition
30 31 32 33 34	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially	viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially

Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)

Section (ii) Both regulatory capital and LAC requirements

36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	NA	NA
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		.3	F 3

Existence of step up or other incentive to redeem	
Non-cumulative or cumulative	

22		Non-cumulative	Non-cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO

32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	NA	NA
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately	Immediately subordinate to Tier 2 instruments	Immediately subordinate to Tier 2 instruments

senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)

36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	NA	NA
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		e 3	-3

Instrument type (types to be specified by each jurisdiction)	
Amount recognised in regulatory capital (currency in millions, as of most recent	

Section (ii) Both regulatory capital and LAC requirements

Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)

Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is

Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC

Amount recognised in loss-absorbing capacity (currency in millions, as of most recent

achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)

Eligible at solo/group/solo and group (for regulatory capital purposes)

1

2

3

3a

4

5

6

6a

7

8

8a

9

10

11

12

13

14

15

16

17

18

19

20

21

Issuer

Governing law(s) of the instrument

Regulatory treatment

ourposes)

reporting date)

reporting date)

Par value of instrument

Accounting classification

Original date of issuance

Original maturity date

Issuer call subject to prior supervisory approval

Subsequent call dates, if applicable

Fixed or floating dividend/coupon

Existence of a dividend stopper

Coupon rate and any related index

Optional call date, contingent call dates and redemption price

Fully discretionary, partially discretionary or mandatory

Perpetual or dated

Coupons / dividends

Transitional Basel III rules

Post-transitional Basel III rules<sup>2</sup>

6) Perpetual subordinated loan (USD 600m) 7) Perpetual subordinated loan (USD 700m)

N/A

N/A

NA

Group

USD 700m

USD 700m

USD 700m

21 Jun 2019

Perpetual

NA

Yes

date

No

No Non-cumulative

Shareholders' equity

30 Mar 2025 / Par

Fixed to floating

Fully discretionary

Every interest payment date after first call

From 30/03/2025 rate changes from fixed

6.172% to 3 month LIBOR plus 4.23%

HSBC Asia Holdings Limited

Laws of Hong Kong

Additional Tier 1

LAC consolidation group

Perpetual debt instrument

HSBC Asia Holdings Limited

Laws of Hong Kong

Additional Tier 1

LAC consolidation group

Perpetual debt instrument

N/A

N/A

NA

Group

USD 600m

USD 600m

USD 600m

26 Jun 2019

Perpetual

NA

Yes

date

No

No

Shareholders' equity

22 May 2027 / Par

Fixed to floating

Fully discretionary

Non-cumulative

Every interest payment date after first call

From 22/05/2027 rate changes from fixed

5.91% to 3 month LIBOR plus 3.95%

Sec	tion (ii) Both regulatory capital and LAC requirements	8) Perpetual subordinated loan (USD 900m)	<ol> <li>Perpetual subordinated loan (USD 1,100m)</li> </ol>
	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
1	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is	N/A	N/A
	achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)		
	Regulatory treatment		
	Transitional Basel III rules <sup>1</sup>	NA	NA
	Post-transitional Basel III rules <sup>2</sup>	Additional Tier 1	Additional Tier 1
	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	USD 900m	USD 1,100m
a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 900m	USD 1,100m
	Par value of instrument	USD 900m	USD 1,100m
)	Accounting classification	Shareholders' equity	Shareholders' equity
1	Original date of issuance	14 Jun 2019	18 Jun 2019
2	Perpetual or dated	Perpetual	Perpetual
}	Original maturity date	NA	NA
ŀ	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	17 Sep 2024 / Par	18 Jun 2024 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
3	Coupon rate and any related index	From 17/09/2024 rate changes from fixed 6.03% to 3 month LIBOR plus 4.020%	From 18/06/2024 rate changes from fixed to 3 month LIBOR plus 4.060%
Э	Existence of a dividend stopper	No	No
)	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
	Existence of step up or other incentive to redeem	No	No
2	Non-cumulative	Non-cumulative	Non-cumulative
3	Convertible or non-convertible	Convertible	Convertible
1	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under H Financial Institutions (Resolution) Ordinan – HKMA ('FIRO')
5	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
, ;	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
7	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
3	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail- power under FIRO
Э	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail- power under FIRO
0	Write-down feature	Yes	Yes
1	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non- viability of borrower. Contractual recognitio of HKMA statutory bail-in power under FIR
2	If write-down, full or partial	May be written down partially	May be written down partially
	If white down a concern to the terms of term	Permanent	Permanent
3	If write-down, permanent or temporary	1 officiation	1 emanem
2 3 4	If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	NA	NA

Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)

_			
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	NA	NA
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		o <sup>3</sup>	0 <sup>3</sup>

Sec	tion (ii) Both regulatory capital and LAC requirements	10) Subordinated loan due 2031 (USD 600m)	11) Subordinated loan due 2030 (USD 1,000m)
	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
l	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is	N/A	N/A
	achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)		
	Regulatory treatment		
	Transitional Basel III rules <sup>1</sup>	NA	NA
	Post-transitional Basel III rules <sup>2</sup>	Tier 2	Tier 2
	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
1	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
	Instrument type (types to be specified by each jurisdiction)	Other Tier 2 instruments	Other Tier 2 instruments
	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	USD 638m	USD 1,051m
1	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 638m	USD 1,051m
	Par value of instrument	USD 600m	USD 1,000m
)	Accounting classification	Liability – fair value	Liability – fair value
	Original date of issuance	14 Jun 2019	18 Jun 2019
2	Perpetual or dated	Dated	Dated
3	Original maturity date	23 Nov 2031	18 Aug 2030
	Issuer call subject to prior supervisory approval	Yes	Yes
	Optional call date, contingent call dates and redemption price	23 Nov 2026 / Par	18 Aug 2025 / Par
	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
3	Coupon rate and any related index	From 23/11/2026 rate changes from fixed 4.22% to 3 month LIBOR plus 2.17%	From 18/08/2025 rate changes from fixed 4.07% to 3 month LIBOR plus 2.07%
Э	Existence of a dividend stopper	No	No
)	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
	Existence of step up or other incentive to redeem	No	No
2	Non-cumulative or cumulative	Cumulative	Cumulative
	Convertible or non-convertible	Convertible	Convertible
ļ	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under H Financial Institutions (Resolution) Ordinand – HKMA ('FIRO')
;	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
;	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
,	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
3	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail- power under FIRO
9	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail- power under FIRO
)	Write-down feature	Yes	Yes
	If write-down, write-down trigger(s)	Contractual write-down at point of non-	Contractual write-down at point of non-
		viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	viability of borrower. Contractual recognitio of HKMA statutory bail-in power under FIR
	If write-down, full or partial	May be written down partially	May be written down partially
3	If write-down, permanent or temporary	Permanent	Permanent
ł	If temporary write-down, description of write-up mechanism	NA	NA
		Structural	Structural
1a	Type of subordination		

36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	NA	NA
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		103	4.4.3

Sec	tion (ii) Both regulatory capital and LAC requirements	12) Subordinated loan due 2030 (USD 180
	Issuer	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong
la	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A
	Regulatory treatment	
1	Transitional Basel III rules <sup>1</sup>	NA
;	Post-transitional Basel III rules <sup>2</sup>	Tier 2
5	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group
a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group
'	Instrument type (types to be specified by each jurisdiction)	Other Tier 2 instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	USD 192m
la	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 192m
)	Par value of instrument	USD 180m
0	Accounting classification	Liability – fair value
1	Original date of issuance	30 May 2019
2	Perpetual or dated	Dated
3	Original maturity date	18 Aug 2030
4	Issuer call subject to prior supervisory approval	Yes
5	Optional call date, contingent call dates and redemption price	18 Aug 2025 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date
	Coupons / dividends	
7	Fixed or floating dividend/coupon	Fixed to floating
8	Coupon rate and any related index	From 18/08/2025 rate changes from fixed 4.3% to 3 month LIBOR plus 2.1%
19	Existence of a dividend stopper	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No
22	Non-cumulative or cumulative	Cumulative
23	Convertible or non-convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinanc – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-ir power under FIRO
9	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO
0	Write-down feature	Yes
81	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognitior of HKMA statutory bail-in power under FIRC
32	If write-down, full or partial	May be written down partially
3	If write-down, permanent or temporary	Permanent
4	If temporary write-down, description of write-up mechanism	NA
34	Type of subordination	Structural

36	Non-compliant transitioned features	No
37	If yes, specify non-compliant features	NA
	Terms and conditions	Terms and conditions - Capital instrument
		103

13) Subordinated loan due 2022 (USD 570m) 14) Subordinated loan due 2024 (USD 575m)

1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
1	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is	N/A	N/A
•	achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)		
	Regulatory treatment	N/A	N/A
	Transitional Basel III rules <sup>1</sup>	N/A N/A	N/A N/A
	Post-transitional Basel III rules <sup>2</sup>	Group	Group
	Eligible at solo/group/solo and group (for regulatory capital purposes)	· · · · · · · · · · · · · · · · · · ·	
а	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
а	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 575m	USD 586m
	Par value of instrument	USD 570m	USD 575m
0	Accounting classification	Liability – fair value	Liability – fair value
1	Original date of issuance	21 Jun 2019	21 Jun 2019
2	Perpetual or dated	Dated	Dated
3	Original maturity date	24 Sep 2022	26 Sep 2024
4	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	24 Sep 2021 / Par	26 Sep 2023 / Par
5	Subsequent call dates, if applicable	Every interest payment date after first call	Every interest payment date after first call
0		date	date
,	Coupons / dividends	Fixed to floating	Fixed to floating
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
3	Coupon rate and any related index	From 24/09/2021 rate changes from fixed 2.8% to 3 month LIBOR plus 0.92%	From 26/09/2023 rate changes from fixed 3.12% to 3 month LIBOR plus 1.276%
9	Existence of a dividend stopper	No	No
0	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
1	Existence of step up or other incentive to redeem	No	No
2	Non-cumulative or cumulative	Cumulative	Cumulative
3	Convertible or non-convertible	Convertible	Convertible
4	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
5	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
7	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
8	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
9	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in	To be determined subject to statutory bail-i
n	Write-down feature	power under FIRO Yes	power under FIRO Yes
0	If write-down, write-down trigger(s)	Contractual write-down at point of non-	Contractual write-down at point of non-
	ii wiite-dowii, wiite-dowii tiigger(s)	viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRC
2	If write-down, full or partial	May be written down partially	May be written down partially
3	If write-down, permanent or temporary	Permanent	Permanent
4	If temporary write-down, description of write-up mechanism	N/A	N/A
4a	Type of subordination	Structural	Structural
5	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
6	Non-compliant transitioned features	No	No
7	If yes, specify non-compliant features	N/A	N/A
			Terms and conditions - Capital instrume
	Terms and conditions	remis and conditions - capital instrument	remis and conditions - Capital mstrume.
	Ferms and conditions	13 <sup>3</sup>	14 <sup>3</sup>

Section (iii) Only LAC (but not regulatory	capital) requirements
--	-----------------------

15) Subordinated loan due 2027 (USD 630m) 16) Subordinated loan due 2028 (USD 725m)

2	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
1	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is	N/A	N/A
	achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)		
_	Regulatory treatment		
_	Transitional Basel III rules <sup>1</sup>	N/A	N/A
	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
1	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 652m	USD 753m
	Par value of instrument	USD 630m	USD 725m
)	Accounting classification	Liability – fair value	Liability – fair value
	Original date of issuance	21 Jun 2019	21 Jun 2019
2	Perpetual or dated	Dated	Dated
3	Original maturity date	25 Sep 2027	02 Mar 2028
ļ	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	25 Sep 2026 / Par	02 Mar 2027 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
,	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
3	Coupon rate and any related index	From 25/09/2026 rate changes from fixed	From 02/03/2027 rate changes from fixed
		3.57% to 3 month LIBOR plus 1.618%	3.61% to 3 month LIBOR plus 1.64%
)	Existence of a dividend stopper	No	No
)	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
1	Existence of step up or other incentive to redeem	No	No
2	Non-cumulative or cumulative	Cumulative	Cumulative
3	Convertible or non-convertible	Convertible	Convertible
· _	If approximation trigger (a)		
4	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
		Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
	If convertible, fully or partially	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially
5		Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
5	If convertible, fully or partially If convertible, conversion rate	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions
5	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO
5 6 7 8	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in
4 5 6 7 8 9 0	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO
5 6 7 3	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non-
5 5 7 9	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition
5 6 7 8 9	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition
5 7 3 9 1 2	If convertible, fully or partially         If convertible, conversion rate         If convertible, mandatory or optional conversion         If convertible, specify instrument type convertible into         If convertible, specify issuer of instrument it converts into         Write-down feature         If write-down, write-down trigger(s)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
5 7 3 9 1	If convertible, fully or partially         If convertible, conversion rate         If convertible, mandatory or optional conversion         If convertible, specify instrument type convertible into         If convertible, specify issuer of instrument it converts into         Write-down feature         If write-down, write-down trigger(s)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially
5 6 7 8 9 0 1	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent
5 63 7 9	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural
5 6 7 3 9 0 1 2 3 4 4 5	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors
5 6 7 3 9 0 1 2 3 4 4 5 6	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, feature If write-down, write-down trigger(s) If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors No	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors
5 6 7 3 9 0 1 2 3 4 4 5	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors

17) Subordinated loan due 2024 (AUD 650m) 18) Subordinated loan due 2024 (AUD 350m)

	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Concerning low/o) of the instrument	Laws of Hong Kong	Laws of Hong Kong
	Governing law(s) of the instrument		
a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	N1/A	N1/A
	Transitional Basel III rules <sup>1</sup>	N/A	N/A
	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
а	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
а	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 439m	USD 236m
	Par value of instrument	AUD 650m (USD 440m)	AUD 350m (USD 237m)
0	Accounting classification	Liability – amortised cost	Liability – amortised cost
1	Original date of issuance	13 Jun 2019	13 Jun 2019
2	Perpetual or dated	Dated	Dated
3	Original maturity date	16 Feb 2024	16 Feb 2024
4	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	16 Feb 2023 / Par	16 Feb 2023 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Floating	Fixed to floating
8	Coupon rate and any related index	3M BBSW plus 1.55%	From 16/02/2023 rate changes from fixed 3.843% to BBSW plus 1.55%
9	Existence of a dividend stopper	No	No
0	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
1	Existence of step up or other incentive to redeem	No	No
2	Non-cumulative or cumulative	Cumulative	Cumulative
3	Convertible or non-convertible	Convertible	Convertible
4	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
7	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain	Mandatory upon satisfaction of certain
8	If convertible, specify instrument type convertible into	conditions To be determined subject to statutory bail-in	conditions To be determined subject to statutory bail-ir
	If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in
9	If convertible, specify issuer of instrument it converts into	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO
:9 :0		conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition
9	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s)	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
9	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Determined to the statutory bail-in power under fired	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRC May be written down partially
9 0 1 2 3	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognitior of HKMA statutory bail-in power under FIRO May be written down partially Permanent
9 0 1 2 3 4	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A
9 0 1 2 3 4 4a	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRC May be written down partially Permanent N/A Structural
9 80 81 82 84 84 85	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	conditions         To be determined subject to statutory bail-in power under FIRO         To be determined subject to statutory bail-in power under FIRO         Yes         Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO         May be written down partially         Permanent         N/A         Structural         Immediately subordinate to Senior Creditors	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors
28 29 30 31 32 33 34 34 34 35 36 37	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	conditions         To be determined subject to statutory bail-in power under FIRO         To be determined subject to statutory bail-in power under FIRO         Yes         Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO         May be written down partially         Permanent         N/A         Structural         Immediately subordinate to Senior Creditors         No	conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRC May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors No
9 80 81 82 84 84 85	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	conditions         To be determined subject to statutory bail-in power under FIRO         To be determined subject to statutory bail-in power under FIRO         Yes         Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO         May be written down partially         Permanent         N/A         Structural         Immediately subordinate to Senior Creditors	conditions To be determined subject to statutory bail-ir power under FIRO To be determined subject to statutory bail-ir power under FIRO Yes Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors No N/A

0m) C Asia Holdings Limited s of Hong Kong up consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vid far 2027 / Par ry interest payment date after first call d to floating
s of Hong Kong up consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 id 1ar 2028 Mar 2027 / Par y interest payment date after first call d to floating
up consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vd far 2027 / Par y interest payment date after first call d to floating
up consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vd far 2027 / Par y interest payment date after first call d to floating
consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vd far 2028 far 2027 / Par y interest payment date after first call d to floating
consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vd far 2028 far 2027 / Par y interest payment date after first call d to floating
consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vd far 2028 far 2027 / Par y interest payment date after first call d to floating
consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vd far 2028 far 2027 / Par y interest payment date after first call d to floating
consolidation group capital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vd far 2028 far 2027 / Par y interest payment date after first call d to floating
ccapital LAC debt instruments 0 1,884m 0 1,750m lity – fair value un 2019 vid 1ar 2027 / Par ry interest payment date after first call d to floating
0 1,884m 0 1,750m lity – fair value un 2019 vd lar 2028 lar 2027 / Par y interest payment date after first call d to floating
1,750m lity - fair value un 2019 ed far 2028 far 2027 / Par y interest payment date after first call d to floating
1,750m lity - fair value un 2019 ed far 2028 far 2027 / Par y interest payment date after first call d to floating
lity – fair value un 2019 id Iar 2028 far 2027 / Par y interest payment date after first call d to floating
un 2019 vd far 2028 far 2027 / Par y interest payment date after first call d to floating
d far 2028 far 2027 / Par y interest payment date after first call d to floating
far 2028 far 2027 / Par y interest payment date after first call d to floating
far 2027 / Par y interest payment date after first call d to floating
y interest payment date after first call
y interest payment date after first call
d to floating
a 12/02/2027 rate shannes from fived
n 13/03/2027 rate changes from fixed 60% to 3 month LIBOR plus 1.739%
datory
ulative
vertible
gers to statutory bail-in power under Hk ncial Institutions (Resolution) Ordinanc KMA ('FIRO')
convert fully or partially
e determined at conversion
datory upon satisfaction of certain litions
e determined subject to statutory bail-in er under FIRO
e determined subject to statutory bail-in er under FIRO
tractual write-down at point of non- ility of borrower. Contractual recognition KMA statutory bail-in power under FIR0
be written down partially
nanent
ctural
ediately subordinate to Senior Creditors
ns and conditions - Capital instrume

Sec	tion (iii) Only LAC (but not regulatory capital) requirements	21) Subordinated loan due 2023 (USD 1,000m)	22) Subordinated loan due 2024 (USD 2,000m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 1,024m	USD 2,109m
9	Par value of instrument	USD 1,000m	USD 2,000m
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	30 May 2019	13 Jun 2019
12	Perpetual or dated	Dated	Dated
13 14	Original maturity date Issuer call subject to prior supervisory approval	22 Nov 2023 Yes	18 May 2024 Yes
14	Optional call date, contingent call dates and redemption price	22 Nov 2022 / Par	18 May 2023 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call	Every interest payment date after first call
	Coupons / dividends	date	date
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 22/11/2022 rate changes from fixed 3.305% to 3 month LIBOR plus 1.237%	From 18/05/2023 rate changes from fixed 4.1349% to 3 month LIBOR plus 1.207%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative	Cumulative	Cumulative
23 24	Convertible or non-convertible	Convertible Triggers to statutory bail-in power under HK	Convertible Triggers to statutory bail-in power under HK
24	If convertible, conversion trigger(s)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
	Terms and conditions	renns and conditions - oupital instrument	remis and conditions - capital mstrument

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	<ul><li>23) Subordinated loan due 2029 (USD 3,000m)</li></ul>	24) Subordinated loan due 2024 (JPY 79,300m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 3,331m	USD 740m
9	Par value of instrument	USD 3,000m	JPY 79,300m (USD 734m)
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	13 Jun 2019	12 Jun 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	19 Jun 2029	12 Sep 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	19 Jun 2028 / Par	12 Sep 2023 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 19/06/2028 rate changes from fixed 4.5328% to 3 month LIBOR plus 1.539%	From 12/09/2023 rate changes from fixed 0.5897% to 3 month JPY LIBOR plus 0.5084%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a		Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
~	If yes, specify non-compliant features	N/A	N/A
37			
37	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrumen

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	25) Subordinated loan due 2026 (JPY 13,100m)	26) Subordinated loan due 2028 (JPY 67,600m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ba	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
1	Transitional Basel III rules <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
3a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 122m	USD 626m
Э	Par value of instrument	JPY 13,100m (USD 121m)	JPY 67,600m (USD 626m)
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	12 Jun 2019	12 Jun 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	12 Sep 2026	12 Sep 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
5 6	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	12 Sep 2025 / Par Every interest payment date after first call	12 Sep 2027 / Par Every interest payment date after first call
Ū	Coupons / dividends	date	date
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
8	Coupon rate and any related index	From 12/09/2025 rate changes from fixed	From 12/09/2027 rate changes from fixed
		0.6854% to 3 month JPY LIBOR plus 0.5391%	0.7989% to 3 month JPY LIBOR plus 0.5839%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	-
		25 <sup>3</sup>	26 <sup>3</sup>

Sec	ction (iii) Only LAC (but not regulatory capital) requirements	27) Subordinated loan due 2036 (USD 2.000m)	28) Subordinated loan due 2026 (USD 2,500m)
		···· · ·	
1 2	Issuer Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN of Bioomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
4	Transitional Basel III rules <sup>1</sup>	N/A	N/A
5	Post-transitional Basel III rules <sup>2</sup>	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group	Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
3a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 2,247m	USD 2,620m
9	Par value of instrument	USD 2,000m	USD 2,500m
10	Accounting classification	Liability – amortised cost	Liability – amortised cost
11	Original date of issuance	30 May 2019	30 May 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	08 Sep 2036	25 May 2026
14 15	Issuer call subject to prior supervisory approval Optional call date, contingent call dates and redemption price	Yes N/A	Yes N/A
16	Subsequent call dates, if applicable	N/A	N/A
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed	Fixed
18	Coupon rate and any related index	4.2125%	4.0530%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative Convertible	Cumulative Convertible
<u>23</u> 24	Convertible or non-convertible If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non- viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a		Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	
		27 <sup>3</sup>	28 <sup>3</sup>

Sec	tion (iii) Only LAC (but not regulatory capital) requirements	29) Subordinated loan due 2022 (USD 2,500m)
1	Issuer	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A
	Governing law(s) of the instrument	Laws of Hong Kong
a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A
	Regulatory treatment	
	Transitional Basel III rules <sup>1</sup>	N/A
	Post-transitional Basel III rules <sup>2</sup>	N/A
a	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC	Group LAC consolidation group
	purposes)	New year's LLAC data the strength
	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments N/A
	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	
а	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 2,534m
	Par value of instrument	USD 2,500m
0	Accounting classification	Liability – amortised cost
1	Original date of issuance	30 May 2019
2	Perpetual or dated	Dated
3	Original maturity date	05 Jan 2022
4	Issuer call subject to prior supervisory approval	Yes
5 6	Optional call date, contingent call dates and redemption price Subsequent call dates, if applicable	N/A N/A
	Coupons / dividends	
7	Fixed or floating dividend/coupon	Fixed
8	Coupon rate and any related index	3.2600%
19	Existence of a dividend stopper	No
0	Fully discretionary, partially discretionary or mandatory	Mandatory
1	Existence of step up or other incentive to redeem	No
2	Non-cumulative or cumulative	Cumulative
23	Convertible or non-convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion
7	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in
0	Write-down feature	power under FIRO Yes
30 31	If write-down, write-down trigger(s)	Contractual write-down at point of non-
	in write-down, write-down ingger(s)	viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRC
12	If write-down, full or partial	May be written down partially
3	If write-down, permanent or temporary	Permanent
34	If temporary write-down, description of write-up mechanism	N/A
84a	Type of subordination	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors
6	Non-compliant transitioned features	No
37	If yes, specify non-compliant features	N/A
	Terms and conditions	Terms and conditions - Capital instrume 29 <sup>3</sup>
_		

#### Footnotes:

- 1
- Regulatory treatment of capital instruments subject to transitional arrangements provided for in Schedule 4H of the Banking (Capital) Rules Regulatory treatment of capital instruments not subject to transitional arrangements provided for in Schedule 4H of the Banking (Capital) Rules Terms and conditions to be read in conjunction with the Master Terms Agreement (the "Master Terms Agreement") Master Terms Agreement 2 3

## **HSBC Holdings plc**

8 Canada Square London E14 5HQ United Kingdom Telephone: 44 020 7991 8888 www.hsbc.com