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***Notice to Hong Kong investors:** The Bank and any New Issuer confirm that the Notes (as defined in the Offering Circular) are intended for purchase by Professional Investors (as defined in Chapter 37 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) only and the Programme (as defined below) has been listed on The Stock Exchange of Hong Kong Limited on that basis. This announcement is for distribution to Professional Investors only. Accordingly, the Bank and any New Issuer confirm that the Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.*

PUBLICATION OF THE OFFERING CIRCULAR



The Hongkong and Shanghai Banking Corporation Limited

(registered and incorporated in Hong Kong with company number 263876)

*as Issuer and, in respect of notes issued by any New Issuer
(as defined in the Offering Circular), as Guarantor*

U.S.\$20,000,000,000 Medium Term Note Programme

This announcement is issued pursuant to Rule 37.39A of the Rules Governing the Listing of Securities (the “**Listing Rules**”) on The Stock Exchange of Hong Kong Limited (the “**Hong Kong Stock Exchange**”).

Please refer to the offering circular dated 15 March 2021 (the “**Offering Circular**”) appended herein in relation to the U.S.\$20,000,000,000 Medium Term Note Programme (the “**Programme**”) of The Hongkong and Shanghai Banking Corporation Limited (the “**Bank**”). As disclosed in the Offering Circular, any notes to be issued under the Programme (the “**Notes**”) will be intended for purchase by Professional Investors (as defined in Chapter 37 of the Listing Rules) only and the Programme has been listed on the Hong Kong Stock Exchange on that basis.

The Offering Circular does not constitute a prospectus, notice, circular, brochure or advertisement offering to sell any securities to the public in any jurisdiction, nor is it an invitation to the public to make offers to subscribe for or purchase any securities, nor is it circulated to invite offers by the public to subscribe for or purchase any securities.

Hong Kong, 16 March 2021

As at the date of this announcement, the Board of Directors of The Hongkong and Shanghai Banking Corporation Limited are Laura May Lung Cha, GBM, Peter Tung Shun Wong, GBS, JP, Zia Mody*, Graham John Bradley*, Sonia Chi Man Cheng*, Dr. Christopher Wai Chee Cheng*, GBS, OBE, Yiu Kwan Choi*, Beau Khoon Chen Kuok*, Irene Yun-lien Lee*, Jennifer Xinzhe Li*, Victor Tzar Kuoi Li#, Bin Hwee Quek (née Chua)*, PBM, BBM, JP, Kevin Anthony Westley*, BBS and Tan Sri (Sir) Francis Sock Ping Yeoh*, KBE, CBE.*

* *Independent non-executive Director*

Non-executive Director

IMPORTANT NOTICE
THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE
ADDRESSEES OUTSIDE OF THE UNITED STATES WHO ARE NON-U.S. PERSONS
(AS DEFINED BELOW)

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached offering circular following this page (the “**Offering Circular**”). You are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the Offering Circular. In accessing the Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

Confirmation of your Representation: You have accessed the Offering Circular on the basis that you have confirmed your representation to The Hongkong and Shanghai Banking Corporation Limited (the “**Bank**”, the “**Arranger**” and a “**Dealer**”) and any additional Dealer appointed under the Bank’s U.S.\$20,000,000,000 Medium Term Note Programme from time to time (together with the Arranger, the “**Dealers**”) that (1) you and any customers you represent are non-U.S. persons (as defined in Regulation S under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”)) outside the United States and the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the United States and, to the extent you purchase the securities described in the Offering Circular you will be doing so in an offshore transaction outside the United States pursuant to Regulation S under the Securities Act, and (2) you consent to delivery of the Offering Circular and any amendments or supplements thereto by electronic transmission.

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Restrictions: The Offering Circular is being furnished in connection with an offering exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described in the Offering Circular.

THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTIONS OF THE UNITED STATES OR ANY OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation by or on behalf of either the Bank of the securities or the Arranger or the Dealers to subscribe for or purchase any of the securities described therein, and access has been limited so that it shall not constitute a general advertisement or general solicitation (as those terms are used in Regulation D under the Securities Act) or directed selling efforts (within the meaning of Regulation S under the Securities Act) in the United States or elsewhere.

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THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED
(registered and incorporated in Hong Kong: Number 263876)

as Issuer and, in respect of Notes issued by any New Issuer (as defined herein), as Guarantor

U.S.\$20,000,000,000
Medium Term Note Programme

Application has been made to The Stock Exchange of Hong Kong Limited (the “**Hong Kong Stock Exchange**”) for listing of the U.S.\$20,000,000,000 Medium Term Note Programme (the “**Programme**”) under which Notes may be issued by way of debt issues to “**Professional Investors**” (as defined in Chapter 37 of the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange) (“**Professional Investors**”) only during the 12-month period after the date of this Offering Circular on the Hong Kong Stock Exchange. This Offering Circular is for distribution to Professional Investors only.

Notice to Hong Kong investors: The Bank (as defined below) and any New Issuer (as defined below) confirm that the Notes (as defined below) are intended for purchase by Professional Investors only and will be listed on the Hong Kong Stock Exchange on that basis. Accordingly, the Bank and any New Issuer confirm that the Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.

The Hong Kong Stock Exchange has not reviewed the contents of this document, other than to ensure that the prescribed form disclaimer and responsibility statements, and a statement limiting distribution of this document to Professional Investors only have been reproduced in this document. Listing of the Programme and the Notes on the Hong Kong Stock Exchange is not to be taken as an indication of the commercial merits or credit quality of the Programme, the Notes, the Bank or any New Issuer, or quality of disclosure in this document. Hong Kong Exchanges and Clearing Limited and the Hong Kong Stock Exchange take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

Prospective investors should have regard to the factors described under the section headed “*Investment Considerations*” in this Offering Circular in connection with an investment in the Notes.

This Offering Circular replaces the offering circular dated 13 March 2020 as supplemented by the supplemental offering circular dated 15 June 2020.

Programme Arranger and Dealer

The Hongkong and Shanghai Banking Corporation Limited

Each of The Hongkong and Shanghai Banking Corporation Limited acting through its principal office in Hong Kong or, as the case may be, acting through the branch specified as being the “Specified Branch” in the applicable Pricing Supplement (the “**Bank**”) and any New Issuer (as defined below) may from time to time issue notes under the Programme (the “**Notes**”) and each of them in such capacity is herein referred to as an “**Issuer**”. Notes issued by any New Issuer will be unconditionally and irrevocably guaranteed by the Bank (the “**Guarantee**”) which, in such capacity, is herein referred to as the “**Guarantor**”.

The Bank may, from time to time, nominate newly incorporated wholly-owned Subsidiaries (as defined in the terms and conditions of the Notes) (the “**Terms and Conditions of the Notes**”) of the Bank with no operating history as additional issuers to issue Guaranteed Notes (as defined in the Terms and Conditions of the Notes) pursuant to the Programme (each a “**New Issuer**”). It is intended that such New Issuer shall accede to the terms of the Programme at the time of such issuance by executing a deed of adherence (a “**Deed of Adherence**”) and shall become, and be treated as, an “**Issuer**” for the purpose of the Programme.

This Offering Circular includes particulars given in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Hong Kong Listing Rules**”) for the purpose of giving information with regard to the Bank and any New Issuer. Each of the Bank and any New Issuer accept full responsibility for the accuracy of the information contained in this Offering Circular and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

This Offering Circular should be read and construed with any amendment or supplement hereto and with any other documents incorporated by reference and, in relation to any Series (as defined herein) of Notes, should be read and construed together with the relevant Pricing Supplement(s) (as defined herein).

The Bank has confirmed to the Dealers (as defined under “*Subscription and Sale*”) that this Offering Circular is true, accurate and complete in all material respects and is not misleading in any material respect; that the opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts in relation to the information contained or incorporated by reference in this Offering Circular the omission of which would, in the context of the Programme or the issue of the Notes, make any statement herein or opinions or intentions expressed herein misleading in any material respect; and that all reasonable enquiries have been made to verify the foregoing. The Bank has further confirmed to the Dealers that this Offering Circular (together with the relevant Pricing Supplement) contains all such information as may be required by all applicable laws, rules and regulations.

No person has been authorised by the Bank to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other document entered into in relation to the Programme or any information supplied by the Bank or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Bank or any Dealer.

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates makes any representation or warranty or accepts any responsibility or liability, as to the accuracy or completeness of the information contained in this Offering Circular. Neither the delivery of this Offering Circular or any Pricing Supplement nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Offering Circular is true subsequent to the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial situation of the Bank since the date hereof or, as the case may be, the date upon which this Offering Circular has been most recently amended or supplemented or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Offering Circular by reference or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Offering Circular and any Pricing Supplement and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular or any Pricing Supplement comes are required by the Bank and the Dealers (and in the case of any New Issuer, will be required) to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Offering Circular or any Pricing Supplement and other offering material relating to the Notes, see “*Subscription and Sale*”.

In relation to Notes that will be listed on the Hong Kong Stock Exchange, this Offering Circular may only be distributed to professional investors (as described in this Offering Circular) for that Series of Notes, see “*Subscription and Sale — Hong Kong*”.

In particular, the Notes and (in case of any Notes issued by any New Issuer) the Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and may include Notes in bearer form which are subject to U.S. tax law requirements. The Notes and (in case of any Notes issued by any New Issuer) the Guarantee may not be offered, sold or delivered directly or indirectly within the United States or to, or for account or benefit of, U.S. persons, as defined in Regulation S under the Securities Act (“**Regulation S**”), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws.

Neither this Offering Circular nor any Pricing Supplement may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

Neither this Offering Circular nor any Pricing Supplement constitutes an offer or an invitation to subscribe for or purchase any Notes in the United States or any other jurisdiction where it is unlawful to do so and should not be considered as a recommendation by the Bank, any New Issuer, the Dealers or any of them that any recipient of this Offering Circular or any Pricing Supplement should subscribe for or purchase any Notes. Each recipient of this Offering Circular or any Pricing Supplement shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Bank or any New Issuer (as applicable).

MiFID II product governance / target market — The Pricing Supplement in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR product governance/target market — The Pricing Supplement in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PRIIPs REGULATION - PROHIBITION OF SALES TO EEA RETAIL INVESTORS — The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK PRIIPs REGULATION - PROHIBITION OF SALES TO UK RETAIL INVESTORS — The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

*Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that (i) Notes which are Fixed Rate Notes, Floating Rate Notes or Zero Coupon Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products); and (ii) all other Notes are not ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products).*

This Offering Circular has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a “Relevant State”) will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant State of Notes which are the subject of an offering contemplated in this Offering Circular as completed by pricing supplements in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Bank, any New Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Bank, any New Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Offering Circular has been prepared on the basis that any offer of Notes in the United Kingdom will be made pursuant to an exemption under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “UK Prospectus Regulation”) from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in the United Kingdom of Notes which are the subject of an offering contemplated in the Offering Circular as completed by pricing supplements in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer. Neither the Bank, any New Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Bank, any New Issuer or any Dealer to publish or supplement a prospectus for such offer.

This Offering Circular does not comprise a prospectus or a base prospectus for the purposes of Article 3 of the Prospectus Regulation and Article 3 of the UK Prospectus Regulation. No prospectus is required in accordance with the Prospectus Regulation and the UK Prospectus Regulation in relation to offers of Notes under this Offering Circular.

All references in this Offering Circular to “**HK\$**”, “**HKD**” and “**Hong Kong dollars**” are to the lawful currency of Hong Kong, to “**Euro**”, “**EUR**” and “**€**” are to the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended, to “**U.S.\$**”, “**United States dollars**” and “**U.S. dollars**” are to the lawful currency of the United States, to “**Renminbi**”, “**RMB**” and “**CNY**” are to the lawful currency of the People’s Republic of China (“**PRC**”), which for the purposes of this Offering Circular shall exclude the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”), the Macau Special Administrative Region of the People’s Republic of China (“**Macau**”) and Taiwan and to “**£**” and “**Sterling**” are to the lawful currency of the United Kingdom.

All hyperlink references in this Offering Circular to a website or webpage are guidance to sources of other information as is in the public domain only. The contents of such website or webpage (the “**Contents**”) do not form part of this Offering Circular or the Programme. Neither the Bank, any New Issuer, the Dealers nor any of them accept responsibility for any damages or losses incurred or suffered arising out of or in connection with the use of such hyperlink or such Contents. Such Contents have neither been prepared for the Programme nor for incorporation into this Offering Circular. Such hyperlink or Contents may be limited to persons located or residing in only that particular jurisdiction, and may not be intended for persons located or residing in jurisdictions that restrict the distribution of such hyperlink or Contents.

DOCUMENTS INCORPORATED BY REFERENCE

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

- (1) the most recently published audited annual consolidated financial statements and any interim financial statements (whether audited or unaudited) published subsequent to the last year specified in such annual consolidated financial statements, of the Bank and any New Issuer from time to time (if any); and
- (2) all amendments and supplements to this Offering Circular prepared by the Bank and any New Issuer from time to time,

save that any statement contained in this Offering Circular or in any of the documents incorporated by reference in, and forming part of, this Offering Circular shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement.

SUPPLEMENTARY LISTING DOCUMENTS

If at any time any Issuer shall be required to prepare supplementary listing documents pursuant to the Hong Kong Listing Rules, the Bank and any New Issuer (as applicable) will prepare and make available an appropriate amendment or supplement to this Offering Circular or a further offering circular which, in respect of any subsequent issue of Notes to be listed on the Hong Kong Stock Exchange, shall constitute supplementary listing documents under the Hong Kong Listing Rules.

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IN CONNECTION WITH THE ISSUE OF ANY TRANCHE (AS DEFINED HEREIN) OF NOTES UNDER THE PROGRAMME, THE DEALER (IF ANY) WHO IS SPECIFIED IN THE RELEVANT PRICING SUPPLEMENT AS THE STABILISATION INSTITUTION (OR ANY PERSON ACTING FOR THE STABILISATION INSTITUTION) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL FOR A LIMITED PERIOD AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES. HOWEVER, THERE MAY BE NO OBLIGATION ON THE STABILISATION INSTITUTION (OR PERSONS ACTING ON BEHALF OF A STABILISATION INSTITUTION) TO DO THIS. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISATION INSTITUTION (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION INSTITUTION) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

SUMMARY OF THE PROGRAMME

The following is a brief summary only and should be read in conjunction with the rest of this document and, in relation to any Notes, in conjunction with the relevant Pricing Supplement and, to the extent applicable, the Terms and Conditions of the Notes set out herein. Words and expressions defined in the “Terms and Conditions of the Notes” shall have the same meanings in this summary.

Issuer	The Hongkong and Shanghai Banking Corporation Limited acting through its principal office in Hong Kong or, as the case may be, acting through the branch specified as being the Specified Branch in the applicable Pricing Supplement.
Accession of New Issuers	The Bank may nominate any newly incorporated wholly-owned Subsidiary of the Bank with no prior operating history to accede to the Programme. In such circumstances the relevant Subsidiary Issuer will agree to be bound by all the terms of the Programme, and thereby become a New Issuer thereunder. The accession of such New Issuer will be effective upon (i) the execution by the New Issuer of a Deed of Adherence substantially in the form scheduled to the amended and restated issuing and paying agency agreement dated 13 March 2019 (as amended, supplemented or replaced from time to time) (the “ Issuing and Paying Agency Agreement ”) and (ii) the passing of a resolution of the board of directors of the Bank approving the accession to the Programme by the New Issuer and the giving of a guarantee in respect of the Notes to be issued by the New Issuer. Upon accession to the Programme by the New Issuer, the New Issuer will execute a deed of covenant relating to direct enforcement rights for accountholders in clearing systems (the “ New Deed of Covenant ”) and the Bank will execute a deed of guarantee to guarantee the payment of all sums expressed to be payable from time to time by the New Issuer in respect of Notes issued under the Programme (the “ Deed of Guarantee ”). It is intended that from and after the execution and delivery of such Deed of Adherence, New Deed of Covenant and Deed of Guarantee such New Issuer shall become and be treated as an “Issuer” for the purpose of the Programme.
Guarantor	The Hongkong and Shanghai Banking Corporation Limited (other than in respect of Notes issued by itself).
Arranger	The Hongkong and Shanghai Banking Corporation Limited.
Dealers	The Arranger and any other dealer appointed from time to time either generally in respect of the Programme or in relation to a particular Tranche (as defined below) of Notes.
Issuing and Paying Agent	The Hongkong and Shanghai Banking Corporation Limited.
Initial Programme Amount	U.S.\$20,000,000,000 (and, for this purpose, any Notes denominated in another currency shall be translated into U.S. dollars at the date of the agreement to issue such Notes using the spot rate of exchange for the purchase of such currency against payment of U.S. dollars being quoted by the Issuing and Paying Agent on the date of such agreement or such other rate as the relevant Issuer and the relevant Dealer(s) may agree) in aggregate principal amount of Notes outstanding at any one time. The maximum aggregate principal amount of Notes which may be outstanding under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealership Agreement as defined under “ <i>Subscription and Sale</i> ”.

Investment Considerations

There are certain factors that may affect the relevant Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out under "**Investment Considerations**" below. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under "**Investment Considerations**" and include certain risks relating to the structure of particular Series of Notes and certain market risks.

Issuance in Series

Notes will be issued in series (each, a "**Series**"). Each Series may comprise one or more tranches ("**Tranches**" and each, a "**Tranche**") issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that (i) the issue date and the amount of the first payment of interest may be different in respect of different Tranches and (ii) a Series may comprise Notes in bearer form and Notes in registered form and Notes in more than one denomination. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes in bearer form and Notes in registered form and may comprise Notes of different denominations.

Form of Notes

Notes may be issued in bearer form or in registered form as described in "Form of the Notes". In respect of each Tranche of Notes issued in bearer form, the relevant Issuer will deliver a temporary global Note (each, a "**Temporary Bearer Global Note**") or (if so specified in the relevant Pricing Supplement in respect of Notes to which U.S. Treasury Regulation section 1.163-5(c)(2)(i)(C) or any successor rules substantially in the same form that are applicable for the purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**TEFRA C Rules**") applies or to which TEFRA is not applicable (as so specified in such Pricing Supplement)) a permanent global Note (each, a "**Permanent Bearer Global Note**" and together with a Temporary Global Note, each a "**Bearer Global Note**"). Such Bearer Global Notes will be either (i) deposited on or before the relevant issue date thereof with a depositary or a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and/or any other relevant clearing system or (ii) lodged on or before the relevant issue date thereof with a sub-custodian in Hong Kong for the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the "**CMU Service**"). On and after the date (the "**Exchange Date**") which, for each Tranche in respect of which a Temporary Bearer Global Note is issued, is 40 days after the Temporary Bearer Global Note is issued, such Temporary Bearer Global Note will be exchangeable for a Permanent Bearer Global Note or, if so specified in the relevant Pricing Supplement, for Notes in definitive bearer form and/or (in the case of a Series comprising both bearer and registered Notes and if so specified in the relevant Pricing Supplement) registered form in accordance with its terms. Each Permanent Bearer Global Note will be exchangeable for Notes in definitive bearer form and/or (in the case of a Series comprising both bearer and registered Notes and if so specified in the relevant Pricing Supplement) registered form in accordance with its terms. Notes in definitive bearer form will, if interest-bearing, have interest coupons ("**Coupons**") attached and, if appropriate, a talon ("**Talon**") for further Coupons. Notes in registered form may not be exchanged for Notes in bearer form. Registered Global Notes will either be (x) deposited with a depositary or a common depositary for, and registered in the name of a common nominee of, Euroclear and/or Clearstream, Luxembourg or (y) deposited with a sub-custodian for the CMU Service.

Currencies	<p>Notes may be denominated in any currency or currencies (including, without limitation, Australian Dollars (“AUD”), Canadian Dollars (“CAD”), euro (“EUR”), Hong Kong dollars (“HK\$”), Indonesian Rupiah (“IDR”), “Japanese Yen (“JPY”), Malaysian Ringgit (“MYR”), New Zealand Dollars (“NZD”), Sterling (“GBP”), Renminbi (“RMB” or “CNY”), Singapore Dollars (“SGD”), Thai Baht (“THB”) and United States dollars (“U.S.\$”)) subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to compliance as aforesaid, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.</p> <p>The proceeds of each issue of Notes by any New Issuer must either be received by the Issuer from an authorized institution (as defined in the Banking Ordinance (Cap. 155) of Hong Kong) or a bank incorporated outside Hong Kong which is not an authorized institution (as so defined) or otherwise in compliance with the Banking Ordinance (Cap. 155) of Hong Kong.</p>
Status of Notes issued by the Bank	<p>The Notes issued by the Bank will constitute direct, unconditional, unsubordinated and unsecured obligations of the Bank and will rank <i>pari passu</i> without any preference amongst themselves and <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of the Bank other than any such obligations as are preferred by law, all as further described in Condition 3.1.</p>
Status of Guaranteed Notes issued by any New Issuer	<p>The Guaranteed Notes issued by any New Issuer will constitute direct, unconditional, unsubordinated and unsecured obligations of such New Issuer and will rank <i>pari passu</i> without any preference among themselves and <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of such New Issuer other than such obligations as are preferred by law, all as further described in Condition 3.2.</p> <p>The Guaranteed Notes will be guaranteed as to payment of principal and interest by the Bank upon the terms of the Guarantee. Claims in respect of the Guarantee will rank <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of the Bank other than any such obligations as are preferred by law, all as further described in Condition 3.2.</p>
Issue Price	<p>Notes may be issued at any price and either on a fully or partly paid basis, as specified in the relevant Pricing Supplement.</p>
Maturities	<p>Notes may be issued with any maturity or with no fixed maturity date, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.</p>

Any Notes in respect of which the issue proceeds are received by any New Issuer (if such New Issuer is not an authorised person permitted to accept deposits under the Financial Services and Markets Act 2000 (the “FSMA”) or is exempt under the FSMA) in the United Kingdom and which must be redeemed before the first anniversary of their date of issue must (a) (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and the Notes may not be transferred unless the redemption value of each Note is not less than £100,000 (or such an equivalent amount), and (ii) be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses or (b) be issued in other circumstances which do not constitute a contravention of Section 19 of the FSMA by such New Issuer.

Redemption	Notes may be redeemable at par or at such other Redemption Amount (detailed in a formula or otherwise) as may be specified in the relevant Pricing Supplement. The terms of any such redemption, including notice periods, any relevant conditions to be satisfied and the relevant redemption dates and prices will be indicated in the relevant Pricing Supplement.
Early Redemption	Early redemption will be permitted for taxation reasons as mentioned in “Terms and Conditions of the Notes — Early Redemption for Taxation Reasons”, but will otherwise be permitted only to the extent specified in the relevant Pricing Supplement. Early redemption in any circumstances will only be permitted subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Interest	Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed or floating rate and may vary during the lifetime of the relevant Series.
Fixed Rate Notes	Payments of interest in respect of Fixed Rate Notes will be made in arrear on such date or dates in each year as may be set out in the relevant Pricing Supplement and will be calculated in the manner as set out in the relevant Pricing Supplement.
Floating Rate Notes	Payment of interest in respect of Floating Rate Notes will be made in arrear on the Interest Payment Dates specified in the relevant Pricing Supplement and will be calculated in the manner as set out in the relevant Pricing Supplement. Floating Rate Notes may, if so specified in the relevant Pricing Supplement, bear interest at a minimum rate and/or a maximum rate.
Variable Coupon Amount Notes	Payment of interest in respect of Variable Coupon Amount Notes will be calculated by reference to a stock or commodity index, a currency exchange rate or any other index or formula or as otherwise set out in the relevant Pricing Supplement.
Partly Paid Notes	Partly Paid Notes may be offered and sold with its issue price paid in separate instalments in such amounts and on such dates as the relevant Issuer and the relevant Dealer may agree.

Zero Coupon Notes	Zero Coupon Notes may be offered and sold at a discount to their principal amount and will not bear interest.
Index-Linked Notes	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Index-Linked Notes will be calculated by reference to such stock or commodity or other index, currency exchange rate or formula as determined by the Issuer and as set out in the relevant Pricing Supplement.
Equity-Linked Notes	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Equity-Linked Notes will be calculated by reference to the value of a Security or Securities and/or a formula will be payable or a Securities Transfer Amount will be deliverable, as set out in the relevant Pricing Supplement. “Securities” means the equity securities, Government Bonds (as defined in the Terms and Conditions of the Notes), debt securities or other securities, Units of a Fund (each as defined in the Terms and Conditions of the Notes), depositary receipts or property, as adjusted pursuant to Condition 9, to which the relevant Note relates, as specified in the relevant Pricing Supplement, and “Security” shall be construed accordingly.
Fund-Linked Notes	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Fund-Linked Notes will be calculated by reference to such Reference Fund (as defined in the Terms and Conditions of the Notes) and/or a formula, pursuant to Condition 9A, and as set out in the relevant Pricing Supplement.
Other Notes	Terms applicable to any other type of Note which the Issuer may issue under the Programme will be set out in the relevant Pricing Supplement. The term “Note” when used herein includes debt instruments, by whatever name called, issued by the Issuer under the Programme.
Denominations	Notes will be issued in such denominations as may be specified in the relevant Pricing Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Taxation	Payments in respect of Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Hong Kong or (in the case of Notes issued by a New Issuer) the jurisdiction of incorporation of the New Issuer or (in any case) any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the relevant Issuer or, as the case may be, the Guarantor will (subject to customary exceptions) pay such additional amounts as will result in the holders of Notes or Coupons receiving such amounts as they would have received in respect of such Notes or Coupons had no such withholding or deduction been required.

Without prejudice to the relevant Issuer's or, as the case may be, the Guarantor's obligation to pay additional amounts as described above, all payments in respect of the Notes will be made subject to any withholding or deduction required pursuant to fiscal and other laws, as provided in Condition 8.3.

Governing Law	Unless otherwise specified in the Pricing Supplement, the Notes and (in the case of any Notes issued by any New Issuer) the Guarantee will be governed by, and shall be construed in accordance with, English law.
Legal Entity Identifier (“LEI”)	2HI3YI5320L3RW6NJ957
Listing	Application has been made to the Hong Kong Stock Exchange for the listing of the Programme, and for the permission to deal in, and for the listing of, Notes to be issued under the Programme during the 12-month period from the date of this Offering Circular on the Hong Kong Stock Exchange by way of debt issues to Professional Investors only. Each Series may be listed on the Hong Kong Stock Exchange and/or any other stock exchange as may be agreed between the relevant Issuer and the relevant Dealer(s) and specified in the relevant Pricing Supplement or may be unlisted provided that any listed Notes issued by a New Issuer will be subject to agreeing satisfactory listing arrangements with the Hong Kong Stock Exchange at such time. Notes listed on the Hong Kong Stock Exchange will be traded on the Hong Kong Stock Exchange in a board lot size of at least HK\$500,000 (or its equivalent in other currencies).
Terms and Conditions	A Pricing Supplement will be prepared in respect of each Tranche of Notes a copy of which will, in the case of Notes to be listed on the Hong Kong Stock Exchange, be delivered to the Hong Kong Stock Exchange on or before the date of issue of such Notes. The terms and conditions applicable to each Tranche will be those set out herein under “Terms and Conditions of the Notes” as supplemented, modified or replaced by the relevant Pricing Supplement.
Enforcement of Notes in Global Form	In the case of Notes in global form (other than Notes issued by a New Issuer), individual investors' rights will be governed by a Deed of Covenant (as amended, supplemented or replaced from time to time) dated 13 March 2019, a copy of which will be available for inspection at the specified office of the Issuing and Paying Agent. In the case of Notes issued by a New Issuer, individual investors' rights will be governed by a New Deed of Covenant, a copy of which will be available for inspection at the specified office of the Issuing and Paying Agent.
Clearing Systems	The CMU Service, Euroclear, Clearstream, Luxembourg and/or any other clearing system, as specified in the relevant Pricing Supplement.
Selling Restrictions	For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States, the European Economic Area, the United Kingdom, Hong Kong, Taiwan, Japan, Singapore and the PRC, see “ <i>Subscription and Sale</i> ”.

INVESTMENT CONSIDERATIONS

Prospective investors should carefully take into account the considerations described below, in addition to the other information contained herein, before investing in the Notes issued under the Programme. Additional considerations and uncertainties not presently known to the Bank, or which the Bank currently deems immaterial, may also have an adverse effect on an investment in the Notes issued under the Programme. The occurrence of one or more events described below could have an adverse effect on the business, financial condition or results of operations of the Bank and its subsidiaries (the “Bank Group”).

1 Considerations relating to the Bank Group

Macroeconomic and geopolitical risk

Current economic and market conditions may materially adversely affect the Bank Group’s results

The Bank Group’s earnings are affected by global and local economic and market conditions.

Uncertain and at times volatile economic conditions can create a challenging operating environment for financial services companies such as the Bank Group. In particular, the Bank Group may face challenges to its operations and operating model, including but not limited to challenges in connection with these factors:

- the ongoing COVID-19 pandemic and its impact on global economies could have a material adverse effect on (among other things) the profitability, capital and liquidity of financial institutions such as the Bank Group (see “*Risks relating to the impact of COVID-19*”);
- the demand for borrowing from creditworthy customers may diminish during periods of recession or where economic activity is slow or remains subdued;
- lower interest rates could have a negative impact on the Bank Group’s net interest income and profitability, which in turn might affect financial stability or cause credit supply to subsequently tighten;
- the Bank Group’s ability to borrow from other financial institutions or to engage in funding transactions may be adversely affected by market disruption; and
- market developments may depress consumer and business confidence beyond expected levels. If economic growth is subdued, for example, asset prices and payment patterns may be adversely affected, leading to greater than expected increases in delinquencies, default rates and expected credit losses (“ECLs”). However, if growth is too rapid, new asset valuation bubbles could appear, particularly in the real estate sector, with potentially negative consequences for financial institutions, such as the Bank Group.

The occurrence of any of these events or circumstances could have a material adverse effect on the Bank Group’s business, financial condition, results of operations, prospects and customers.

The Bank Group is likely to be affected by global economic and geopolitical trends, including the risk of government intervention

While economic globalisation appears to remain deeply embedded in the international system, it is increasingly challenged by nationalism and protectionism, and international institutions such as the Bank Group may be less capable of arresting this trend. A dispersion of global economic power from the United States (the “U.S.”) and Europe towards the PRC and emerging markets appears to be occurring, providing a backdrop for greater U.S.-PRC competition.

A rise in nationalism and protectionism, including trade barriers, may be driven by populist sentiment and structural challenges facing developed economies. Similarly, if capital flows are disrupted, some emerging markets may impose protectionist measures that could affect financial institutions and their clients, and other emerging, as well as developed, markets, may be tempted to follow suit. This rise could contribute to weaker global trade, potentially affecting the Bank Group’s traditional lines of business.

The Bank Group's geographic coverage will make it and its customers susceptible to protectionist measures taken by national governments and authorities, including imposition of trade tariffs, restrictions on market access, restrictions on the ability to transact on a cross-border basis, expropriation, restrictions on international ownership, interest rate caps, limits on dividend flows and increases in taxation.

There may be uncertainty as to the conflicting nature of such measures, their duration, the potential for escalation, and their potential impact on global economies. Whether these emerging trends are cyclical or permanent is hard to determine, and their causes are likely to be difficult to address. The occurrence of any of these events or circumstances could have a material adverse effect on the Bank Group's business, financial condition, results of operations and prospects.

Risks relating to the impact of COVID-19

The COVID-19 pandemic and its effect on the global economy have impacted the Bank Group's customers and performance, and the future effects of the pandemic are uncertain. The COVID-19 pandemic necessitated governments to respond at unprecedented levels to protect public health, local economies and livelihoods. It has affected regions at different times and varying degrees as it has developed. The varying government support measures and restrictions imposed in response to the COVID-19 pandemic have added challenges, given the rapid pace of change and significant operational demands. The speed at which countries and territories will be able to unwind the government support measures and restrictions and return to pre COVID-19 economic levels will vary based on the levels of infection, local governmental decisions and access to and ability to roll out vaccines. There remains a risk of subsequent waves of infection, as evidenced by the recently emerged variants of the virus. Renewed outbreaks emphasise the ongoing threat of COVID-19 even in countries that have recorded lower than average cases so far.

Government restrictions imposed around the world to limit the spread of COVID-19 resulted in a sharp contraction in global economic activity during 2020. At the same time, governments also took steps designed to soften the extent of the damage to investment, trade and labour markets. Economic activity recovered unevenly in the second half of 2020 as some jurisdictions imposed renewed restrictions in the fourth quarter in response to a resurgence in COVID-19 cases. While a number of vaccine candidates have announced high efficacy rates, raising hopes of widespread immunisation from COVID-19 being achieved by the end of 2021 and government restrictions being eased, the rollout of vaccination programmes could be uneven across markets, hampering the global pace of recovery even as individual markets return to pre-pandemic levels of activity.

A recovery in economic activity in the Bank Group's major markets is currently expected in 2021, but the level of such recovery is contingent on the successful containment of the virus and the evolution of other top risks such as the tensions between the U.S. and the PRC. It also relies on the willingness and ability of households and businesses to return towards pre-COVID-19 spending levels.

There is a material risk of a renewed drop in economic activity. The economic fallout from the COVID-19 pandemic risks increasing inequality across markets that have already suffered from social unrest. This leaves the burden on governments and central banks to maintain or increase fiscal and monetary stimulus. After financial markets suffered a sharp fall in the early phases of the spread of COVID-19, they rebounded but still remain volatile. Depending on the degree to which global economic growth suffers permanent losses, financial asset prices may suffer a further sharp fall.

Depending on the time taken for economic activity to return to previous levels, there could be further adverse impacts on the Bank Group's income due to lower lending and transaction volumes and lower wealth and insurance manufacturing revenue due to equity market volatility and weakness. Lower or negative interest rates globally will increase the cost of guarantees for insurance manufacturing, and there could also be adverse impacts on other assets, such as the Bank Group's investment in Bank of Communications Co., Limited, goodwill and other intangible assets.

The COVID-19 pandemic may also have material impacts on capital and liquidity. This may include downward customer credit rating migration, which could negatively impact the Bank Group's risk weighted assets ("RWAs") and capital position, and potential liquidity stress due, among other factors, to increased customer drawdowns, notwithstanding the significant initiatives that governments and central banks have put in place to support funding and liquidity.

Governments and central banks in major economies have deployed extensive measures to support their local populations. Measures implemented by governments included income support to households and funding support to businesses. Central bank measures included cuts to policy rates, support to funding markets and asset purchases. These measures are being extended in countries where further waves of the pandemic are prompting renewed government restrictions. Central banks are expected to maintain low interest rates for a considerable period of time as inflation remains contained and the debt burden of governments is expected to rise significantly.

The Bank Group has initiated market-specific measures to support its personal and business customers through these challenging times. These have included mortgage assistance, payment holidays, the waiving of certain fees and charges, and liquidity relief for businesses facing market uncertainty and supply chain disruption. The Bank Group is also working closely with governments, and providing support to national schemes that focus on the parts of the economy most impacted by COVID-19.

It is recognised that all of the above measures and actions, and the Bank Group's responses to those, expose the Bank Group to heightened risks. The rapid introduction and varying nature of the government support schemes, as well as customer expectations, has led to risks as the Bank Group implements large-scale changes in a short period of time. This has led to increased operational risks, including complex conduct considerations, increased reputational risk and increased risk of fraud. These risks are likely to be heightened further as and when those government support schemes are unwound.

In many of the Bank Group's markets, the COVID-19 pandemic has led to a worsening of economic conditions and increased uncertainty, which has been reflected in higher ECL reserves. Furthermore, ECL may also increase from other parts of the Bank Group's business impacted by the disruption to supply chains. The impact will vary by sectors of the economy. The impact of the COVID-19 pandemic on the long-term prospects of businesses in these sectors is uncertain and may lead to significant credit losses on specific exposures, which may not be fully captured in ECL estimates. In addition, in times of crisis, fraudulent activity is often more prevalent, leading to potentially significant credit or operational losses.

The significant changes in economic and market drivers, customer behaviours and government actions caused by COVID-19 have also impacted the performance of financial models. These include retail and wholesale credit models such as HKFRS loss models, as well as capital models, traded risk models and models used in the asset/liability management process. This has required more ongoing monitoring and more frequent testing across the Bank Group, particularly for credit models. It also has resulted in enhanced and more frequent loss model monitoring and the use of compensating controls, specifically management judgemental adjustments based on the expert judgement of senior credit risk managers. See *"The Bank Group could incur losses or be required to hold additional capital as a result of model limitations or failure"*.

Central banks have reduced interest rates in most financial markets due to the adverse impact of the COVID-19 pandemic on the path for economic recovery, which in turn increased the likelihood of negative interest rates. This raises a number of risks and concerns, such as the readiness of the Bank Group's systems and processes to accommodate zero or negative rates, the resulting impacts on customers and the financial implications given the significant impact that prolonged low interest rates have had, and may continue to have on the Bank Group's net interest income. For some products, the Bank Group has floored deposit rates at zero or made decisions not to charge negative rates. This, alongside loans repriced at lower rates, will result in the Bank Group's commercial margins being compressed, which has been and is expected to continue to impact the Bank Group's profitability. The pricing of this risk will need to be considered carefully. These factors may challenge the long-term profitability of the banking sector, including the Bank Group.

There remain significant uncertainties in assessing the duration of the COVID-19 pandemic and its impact. The actions taken by various governments and central banks, in particular in the UK, the PRC, Hong Kong and the U.S., provide an indication of the potential severity of the downturn and post-recovery environment, which from a commercial, regulatory and risk perspective could be significantly different to past crises and persist for a prolonged period. A continued period of significantly reduced economic activity as a result of the impact of the COVID-19 pandemic could have a material adverse effect on the Bank Group's financial condition, results of operations, prospects, liquidity, capital position and credit ratings.

The Bank Group is subject to political, social and other risks in the countries in which it operates and globally

The Bank Group operates through an international network of subsidiaries, branches and affiliates across countries and territories around the world. The Bank Group's operations are subject to potentially unfavourable political, social, environmental and economic developments in such jurisdictions and globally, which may include:

- coups, civil unrest or acts of terrorism;
- political and/or social instability;
- geopolitical tensions;
- climate change and acts of God, including epidemics and pandemics, (such as the COVID-19 pandemic, see "*Risks relating to the impact of COVID-19*") and natural disasters (such as floods and hurricanes); and
- infrastructure issues, such as transportation or power failures.

Each of the above could impact credit RWAs, and the financial losses caused by any of these risk events or developments could impair asset values and the creditworthiness of customers. These risk events or developments may also give rise to disruption to the Bank Group's services and some may result in physical damage to the Bank Group's operations and/or risks to the safety of the Bank Group's personnel and customers. In 2020, the Bank Group saw heightened levels of geopolitical risk particularly with respect to the Bank Group's operations. Escalation could have broader social, political and economic ramifications, affecting the Bank Group's portfolios. The financial impact to the Bank Group of geopolitical risks in Asia is heightened due to the importance and profitability of the region, and Hong Kong in particular, to the Bank Group. These geopolitical risks include, but are not limited to the following:

- tensions in US-PRC relations, some of which have been heightened by the COVID-19 pandemic, could have potential ramifications for the Bank Group and its customers. These tensions could include divisions over Hong Kong, U.S. funding of and trading with strategic Chinese industries, claims of human rights violations, and others. Some of these tensions have manifested themselves through actions taken by the governments of the U.S. and the PRC in 2020 and early 2021. These tensions may affect the Bank Group through the impact of sanctions, including on the Bank Group's customers, and could result in regulatory, reputational and market risks for the Bank Group;
- the U.S. has imposed a range of sanctions and trade restrictions on Chinese persons and companies, focusing on entities the U.S. believes are involved in human rights violations, information technology and communications equipment and services, and military activities, among others. In response, the PRC has announced a number of sanctions and trade restrictions that target or provide authority to target foreign officials and companies, including those in the U.S. Certain measures are of particular relevance;
- the United States' Hong Kong Autonomy Act provides "secondary sanctions" authority that allows for the imposition of U.S. sanctions against non-U.S. financial institutions found to be engaged in significant transactions with certain Chinese individuals and entities subject to U.S. sanctions as a result of a U.S. determination that these individuals or entities engaged in activities undermining Hong Kong's autonomy. The U.S. has also imposed restrictions on U.S. persons' ability to engage in transactions in or relating to publicly traded securities of a number of prominent Chinese companies. The PRC has subsequently adopted regulations providing a framework for specific prohibitions against compliance with, and private rights of action for damages resulting from, measures that the government determines have an unjustified extraterritorial application that impairs Chinese sovereignty;
- no penalties have yet been imposed against financial institutions under any of these measures, and their scope and application remain uncertain. These and any future measures that may be taken by the U.S. and the PRC may affect the Bank Group, its customers, and the markets in which the Bank Group operates;

- while UK-PRC relations have historically been shaped by strong trade and investment, there are also emerging challenges. Following the implementation of the Hong Kong National Security Law, the UK has offered residency rights and a path to citizenship to eligible British National (Overseas) passport holders in Hong Kong. In addition, both the UK and Hong Kong have suspended their extradition treaties with each other; and
- investor and business sentiment in some sectors in Hong Kong remains dampened and ongoing tensions could result in an increasingly fragmented trade and regulatory environment. The retail and leisure sectors also remain particularly affected by a decrease in tourism, resulting from both ongoing tensions and the COVID-19 pandemic.

As geopolitical tensions rise, the compliance by multinational corporations with their legal or regulatory obligations in one jurisdiction may be seen as supporting the law or policy objectives of that jurisdiction over another, creating additional reputational and political risks for the Bank Group.

While it is the Bank Group's policy to comply with all applicable laws and regulations of all jurisdictions in which it operates, geopolitical risks and tensions, and potential ambiguities in the Bank Group's compliance obligations, will continue to present challenges and risks for the Bank Group and could have a material adverse impact on the Bank Group's business, financial condition, results of operations, prospects and strategy, as well as on the Bank Group's customers.

The Bank Group operates in markets that are highly competitive

The Bank Group competes with other financial institutions in a highly competitive industry that continues to undergo significant change as a result of financial regulatory reform, as well as, increased public scrutiny stemming from the financial crisis and a continued challenging macro-economic environment.

The Bank Group targets internationally mobile clients who need sophisticated global solutions and generally competes on the basis of the quality of its customer service, the wide variety of products and services that the Bank Group can offer its customers, the ability of those products and services to satisfy its customers' needs, the extensive distribution channels available for its customers, its innovation and its reputation. Continued and increased competition in any one or all of these areas may negatively affect the Bank Group's market share and/or cause the Bank Group to increase its capital investment in its businesses in order to remain competitive. Additionally, the Bank Group's products and services may not be accepted by its targeted clients. In many markets, there is increased competitive pressure to provide products and services at current or lower prices.

Consequently, the Bank Group's ability to reposition or re-price its products and services from time to time may be limited and could be influenced significantly by the actions of its competitors who may or may not charge similar fees for their products and services. Any changes in the types of products and services that the Bank Group offers its customers and/or the pricing for those products and services could result in a loss of customers and market share.

Further, new entrants to the market or new technologies could require the Bank Group to spend more to modify or adapt its products to attract and retain customers. The Bank Group may not respond effectively to these competitive threats from existing and new competitors, and the Bank Group may be forced to increase its investment in its business to modify or adapt its existing products and services or develop new products and services to respond to the Bank Group's customers' needs.

Any of these factors could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and reputation.

The Bank Group is subject to financial and non-financial risks associated with climate change

Climate change brings risks to the Bank Group's business, customers and wider society. Climate change could impact the Bank Group through both transition and physical channels. Transition risk can arise from the move to a low-carbon economy, such as through policy, regulatory and technological changes. Physical risk can arise through increasing severity and/or frequency of severe weather events or other climatic events, such as rising sea levels and flooding. The focus on climate risks increased over 2020 primarily as a result of the pace and volume of policy and regulatory changes, which impacts the Bank Group both directly and indirectly through its customers.

The Bank Group currently expects that the following are the most likely ways in which climate risk may materialise for the Bank Group:

- transition and physical risk may impact the Bank Group's corporate customers, for example, if regulatory, legislative or technological developments impact customers' business models resulting in financial difficulty for customers and/or stranded assets;
- residential real estate may be affected by changes to the climate and extreme weather events which could impact both property values and the ability of borrowers to afford their mortgage payments;
- physical risk may impact the Bank Group's operations, for example, if flooding or extreme weather events impacted its critical operations;
- regulatory compliance risk may result from the increasing pace, breadth and depth of regulatory expectations requiring implementation in short timeframes across multiple jurisdictions;
- conduct risks could develop associated with the increasing demand for 'green' products where there are differing and developing as yet no agreed standards or taxonomies; and
- reputational risks may result from the Bank Group's decisions on how it supports its customers in high-emitting sectors.

These have the potential to cause both idiosyncratic and systemic risks, resulting in potential financial and non-financial impacts for the Bank Group, which could, in turn, have a material adverse effect on its business, financial condition, results of operations, prospects and strategy. Financial impacts could materialise if transition and physical risks impact the ability of borrowers to repay their loans. Non-financial impacts could materialise if the Bank Group's own assets or operations are impacted by extreme weather or chronic changes in weather patterns, or as a result of business decisions to achieve the Bank Group's climate ambition.

Market fluctuations may reduce the Bank Group's income or the value of its portfolios

The Bank Group's businesses are inherently subject to risks in financial markets and in the wider economy, including changes in, and increased volatility of, interest rates, inflation rates, credit spreads, foreign exchange rates, commodity, equity, bond and property prices, and the risk that the Bank Group's customers act in a manner inconsistent with its business, pricing and hedging assumptions.

Since February 2020, market volatility has been high, particularly as a result of the ongoing COVID-19 pandemic, and ongoing market movements could significantly affect the Bank Group in a number of key areas. For example, banking and trading activities are subject to interest rate risk, foreign exchange risk, inflation risk and credit spread risk. Changes in interest rate levels, interbank spreads over official rates and yield curves affect the interest rate spread realised between lending and borrowing costs. A declining or low interest rate environment could affect prepayment activity that reduces the weighted average lives of the Bank Group's interest-earning assets and could have a material adverse effect on the Bank Group. The potential for future volatility and margin changes remains.

Competitive pressures on fixed rates or product terms in existing customer products sometimes restrict the Bank Group's ability to change interest rates applying to customers in response to changes in official and wholesale market rates.

The Bank Group's insurance businesses are exposed to the risk that market fluctuations may cause mismatches to occur between product liabilities and the investment assets that back them.

Market risks can affect the Bank Group's insurance products in a number of ways depending upon the product and associated contract. For example, mismatches between assets and liability yields and maturities give rise to interest rate risk. Some of these risks are borne directly by the customer and some are borne by the insurance businesses, with their excess capital invested in the markets. Some insurance contracts involve guarantees and options that increase in value in adverse investment markets. There is a risk that the insurance businesses could bear some of the cost of such guarantees and options. The performance of the investment markets could thus have a direct effect upon the value embedded in the insurance and investment contracts and the Bank Group's operating results, financial condition and prospects.

It is difficult to predict with any degree of accuracy changes in market conditions, and such changes could have a material adverse effect on the Bank Group's business, financial condition, results of operations and prospects.

Liquidity, or ready access to funds, is essential to the Bank Group's businesses

The Bank Group's ability to borrow on a secured or unsecured basis, and the cost of doing so, can be affected by increases in interest rates or credit spreads, the availability of credit, regulatory requirements relating to liquidity or the market perceptions of risk relating to the Bank Group or the banking sector, including the Bank Group's perceived or actual creditworthiness.

Current accounts and savings deposits payable on demand or at short notice form part of the Bank Group's funding, and the Bank Group places considerable importance on maintaining their stability. For deposits, stability depends upon preserving investor confidence in the Bank Group's capital strength and liquidity, and on comparable and transparent pricing. Although deposits have been a stable source of funding historically, this may not continue.

The Bank Group also accesses wholesale markets in order to provide funding for entities that do not accept deposits, to align asset and liability maturities and currencies, and to maintain a presence in local markets. An inability to obtain financing in the unsecured long-term or short-term debt capital markets, or to access the secured lending markets, could have a material adverse effect on the Bank Group's liquidity.

Unfavourable macroeconomic developments, market disruptions or regulatory developments may increase the Bank Group's funding costs or challenge the Bank Group's ability to raise funds to support or expand the Bank Group's businesses.

If the Bank Group is unable to raise sufficient funds through deposits and/or in the capital markets, the Bank Group's liquidity position could be adversely affected, and the Bank Group might be unable to meet deposit withdrawals on demand or at their contractual maturity, to repay borrowings as they mature, to meet the Bank Group's obligations under committed financing facilities and insurance contracts, to comply with regulatory funding requirements, to undertake certain capital and/or debt management activities or to fund new loans, investments and businesses. The Bank Group may need to liquidate unencumbered assets to meet the Bank Group's liabilities. In a time of reduced liquidity, the Bank Group may be unable to sell some of the Bank Group's assets, or the Bank Group may need to sell assets at reduced prices, which in any such case could materially adversely affect the Bank Group's business, financial condition, results of operations and prospects.

Macro-prudential, regulatory and legal risks to the Bank Group's business model

The Bank Group is subject to unfavourable legislative or regulatory developments and changes in the policy of regulators or governments and the Bank Group may fail to comply with all applicable regulations, particularly any changes thereto

The Bank Group's businesses are subject to ongoing regulation and associated regulatory risks, including the effects of changes in the laws, regulations, policies, voluntary codes of practice and interpretations in Hong Kong, the UK, the U.S., the PRC, the EU and the other markets in which the Bank Group operates. This is particularly the case given the expected long term economic impact of the COVID-19 pandemic and the consequent high volume and wide-ranging regulatory interventions. Additionally, many of these changes have an effect beyond the country in which they are enacted, as regulators deliberately enact regulation with extra-territorial impact or the Bank Group's operations mean that the Bank Group is obliged to give effect to local laws and regulations on a wider basis.

In recent years, regulators and governments have focused on reforming both the prudential regulation of the financial services industry and the ways in which the business of financial services is conducted. Measures including enhanced capital, liquidity and funding requirements, the separation or prohibition of certain activities by banks, changes in the operation of capital markets activities, the introduction of tax levies and transaction taxes, changes in compensation practices and more detailed requirements on how business is conducted. Governments and regulators in the jurisdictions in which the Bank Group operates may intervene further in relation to areas of industry risk already identified, or in new areas, which could adversely affect the Bank Group.

Specific areas where regulatory changes could have a material effect on the Bank Group's business, financial condition, results of operations, prospects, capital position, and reputation include, but are not limited to:

- the regulatory response to the COVID-19 pandemic, and its implications for banks credit risk management and provisioning processes, capital adequacy and liquidity, and a renewed focus on vulnerable customers including the treatment of customers during and following the removal or reduction of support measures such as payment holidays;
- requirements flowing from arrangements for the resolution strategy of the Bank Group and its individual operating entities that may have different effects in different countries;
- the abolition of certain IBOR reference rates across the world and the transition to new replacement rates (as discussed further under "*The Bank Group may not manage risks associated with the replacement of benchmark indices effectively*");
- the implementation of the reforms to the Basel III package, which includes changes to the approaches to credit risk, market risk, counterparty risk, operational risk, equity investments in fund and credit valuation adjustment RWAs and the equity investments in funds RWAs and the leverage ratio, and the application of capital floors;
- the financial effects of climate changes being incorporated within the global prudential framework, including the transition risks resulting from a shift to a low carbon economy;
- the implementation of more stringent capital, liquidity and funding requirements, including changes to IRB modelling requirements and as the result of industry wide reviews e.g. structural foreign exchange risk;
- the increasing focus by regulators, international bodies, organisations and unions on how institutions conduct business, particularly with regard to the delivery of fair outcomes for customers, promoting effective competition in the interests of consumers and ensuring the orderly and transparent operation of global financial markets;
- restrictions on the structure of remuneration and increasing requirements to detail management accountability within the Bank Group (for example, the requirements of the Senior Managers and Certification Regime in the UK and similar regimes in Hong Kong, Singapore, Australia and elsewhere that are either in effect or under consideration/implementation);
- the implementation of any conduct measures as a result of regulators' increased focus on institutional culture, employee behaviour and whistleblowing, including measures resulting from ongoing thematic reviews into the workings of the retail, SME and wholesale banking sectors and the provision of financial advice to consumers;
- the focus globally on technology and digital, underpinned by customer protection, including the use of artificial intelligence and digital assets (data, identity and disclosures), financial technology risks, operational resilience, virtual currencies (including central bank digital currencies and Global Stablecoin) and cybersecurity and the introduction of new and/or enhanced standards in this area (as discussed further under "*The Bank Group remains susceptible to a wide range of cyber risks that impact and/or are facilitated by technology*", and "*The Bank Group's operations are highly dependent on the HSBC Group's information technology systems*" and "*The Bank Group's data management and data privacy policies and processes may not be sufficiently robust*");

- financial crime and market abuse standards and increasing expectations for control frameworks, to ensure firms are adapting to new threats such as those arising from the COVID-19 pandemic, and are protecting customers from cyber-enabled crime;
- changes in national or supra-national requirements regarding the ability to offshore or outsource the provision of services and resources or transfer material risk to financial services companies located in other countries, which impact the Bank Group’s ability to implement globally consistent and efficient operating models;
- the application and enforcement of economic sanctions including those with extra-territorial effect and those arising from geopolitical tensions (see “*The Bank Group is subject to political, social and other risks in the countries in which it operates globally*”);
- the operational and business model implications of the introduction of negative interest rates;
- the increasing regulatory expectations and requirements relating to various aspects of operational resilience, including an increasing focus on the response of institutions to operational disruptions;
- the challenges for institutions arising from expanding and increasingly complex regulatory reporting obligations, including high supervisory expectations for data integrity and the governance around regulatory reporting; and
- continuing regulatory focus on the effectiveness of internal controls and risk management frameworks, as evidenced in regulatory fines imposed against other financial institutions.

The Bank Group continues to strengthen its processes and controls over regulatory reporting, including commissioning independent external reviews of various aspects of regulatory reporting. As the Bank Group strengthens its processes and controls, there may be impacts on some of its regulatory ratios such as its common equity tier 1 ratio and liquidity coverage ratio. The Bank Group continues to keep the relevant regulators informed of adverse findings from external reviews and its progress in strengthening the control environment.

The Bank Group may not manage risks associated with the replacement of benchmark indices effectively

The Financial Stability Board has observed that the decline in interbank short-term unsecured funding poses structural risks for interest rate benchmarks that reference these markets. In response, regulators and central banks in various jurisdictions have convened national working groups (“**NWGs**”) to identify alternative replacement ‘risk-free’ rates (“**RFRs**”) for these interbank offered rates (“**IBORs**”) and, where appropriate, to make recommendations that would facilitate an orderly transition to these RFRs.

Following the announcement by the UK’s Financial Conduct Authority (the “**FCA**”) in July 2017 that it will no longer continue to persuade or require panel banks to submit rates for the London Interbank Offered Rate (“**LIBOR**”) after 2021, the NWGs for the impacted currencies were tasked with providing guidance and support to financial and non-financial firms to help them facilitate an orderly transition of the relevant LIBORs to their chosen RFRs.

The expected discontinuation of certain key IBORs such as LIBOR, the adoption of RFRs by the market, and the development of RFR products by the Bank Group, introduce a number of risks for the Bank Group, its clients, and the financial services industry more widely. These include, but are not limited to:

- regulatory compliance, legal and conduct risk, arises from both the continued sale of products referencing IBORs, sales of products referencing RFRs and the transition of legacy contracts to alternative rates. There is a risk that the Bank Group is unable to meet regulatory milestones associated with the discontinuance of sale of certain IBOR products, which may result in regulatory investigations or reviews being conducted into the Bank Group’s preparation and readiness for the replacement of IBORs with alternative reference rates. Additionally, if the Bank Group’s sales processes are not appropriately adapted to account for the additional complexity of new products, or new RFR market conventions, additional conduct risks and regulatory actions may result and there may be a heightened risk of disputes;

- legal risks associated with the enforceability of fall-back provisions in IBOR contracts. There is a risk that some contracts will not be transitioned before the relevant IBOR is discontinued and the parties will need to rely on the “fall-back” provisions of those contracts. As these fall-back provisions do not always contemplate the permanent cessation of the relevant IBOR, there is a risk that the provisions may not work from a contractual, practical or financial perspective, potentially resulting in unintended outcomes for clients. This may lead to complaints, litigation and/or regulatory action. While legislative solutions have been proposed in the UK, U.S. and EU, market participants will need to consider the impact of any proposals ultimately adopted;
- financial risks resulting from the discontinuation of IBORs and the development of RFR market liquidity will affect the Bank Group throughout transition. The differences in IBOR and RFR interest rate levels will create a basis risk that we need to actively manage through appropriate financial hedging. Basis risk in the trading book and in the banking book may arise out of the asymmetric adoption of RFRs across assets and liabilities and across currencies and products. In addition, this may limit the ability to hedge effectively; and
- resilience and operational risks are heightened, as the HSBC’s IBOR transition programme progresses to its execution phase, due to an expected increase in the number of new RFR products being rolled out, the short timelines for transitioning legacy IBOR contracts and the continued systems changes required to facilitate both new products and transition. These risks increased due to the impact that the COVID-19 pandemic and interest rate environment have had on client readiness to transition. This has resulted in compressed timelines for completing transition processes.

If any of these risks materialise, it could have a material adverse effect on the Bank Group’s business, financial condition, results of operations, prospects and customers.

The Bank Group is subject to the risk of current and future legal, regulatory or administrative actions and investigations, the outcomes of which are inherently difficult to predict

The Bank Group faces significant risks in its business relating to legal, regulatory or administrative actions and investigations. The volume and amount of damages claimed in litigation, regulatory proceedings, investigations, administrative actions and other adversarial proceedings against financial institutions are increasing for many reasons, including a substantial increase in the number of regulatory changes taking place globally, increased media attention and higher expectations from regulators and the public. In addition, criminal prosecutions of financial institutions for, among other things, alleged conduct breaches, breaches of anti-money laundering (“AML”), anti-bribery/corruption, sanctions and counter-terrorist financing regulations, antitrust violations, market manipulation, aiding and abetting tax evasion, and providing unlicensed cross-border banking services, have become more commonplace and may increase in frequency due to increased media attention and higher expectations from prosecutors and the public.

Any such legal, regulatory or administrative action or investigation against the Bank Group or one or more of its subsidiaries could result in, among other things, substantial fines, civil penalties, criminal penalties, cease and desist orders, forfeitures, the suspension or revocation of key licences, requirements to exit certain businesses, other disciplinary actions and/or withdrawal of funding from depositors and other stakeholders. Any threatened or actual litigation, regulatory proceeding, administrative action, investigation or other adversarial proceeding against the Bank Group or one or more of its subsidiaries could have a material adverse effect on the Bank Group’s business, financial condition, results of operations, prospects and reputation. Additionally, the Bank Group’s financial statements reflect provisioning for legal proceedings, regulatory and customer remediation matters. Provisions for legal proceedings, regulatory and customer remediation matters typically require a higher degree of judgement than other types of provisions, and the actual costs resulting from such proceedings and matters may exceed existing provisioning.

HSBC Holdings plc and its subsidiaries (the “**HSBC Group**”) continues to be subject to a number of material legal proceedings, regulatory actions and investigations, a number of which are described in Note 37 (“*Legal proceedings and regulatory matters*”) to the Bank Group’s 2020 Annual Report and Accounts.

It is inherently difficult to predict the outcome of many of the legal, regulatory and other adversarial proceedings involving the HSBC Group and/or the Bank Group’s businesses, particularly those cases in which the matters are brought on behalf of various classes of claimants, seek damages of unspecified or indeterminate amounts or involve novel legal claims. Moreover, the HSBC Group and/or the Bank Group may face additional legal proceedings, investigations or regulatory actions in the future, including in other jurisdictions and/or with respect to matters similar to, or broader than, the existing legal proceedings,

investigations or regulatory actions, such as disputes resulting from the global market volatility associated with the COVID-19 pandemic. An unfavourable result in one or more of these proceedings could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and reputation.

The Bank Group may fail to meet the requirements of regulatory stress tests

The Bank Group is subject to regulatory stress testing in several jurisdictions, which are described under "Risk – Risk Management – Our responsibilities – Stress testing" on page 16 of the Bank Group's 2020 Annual Report and Accounts. These exercises are designed to assess the resilience of banks to potential adverse economic or financial developments and ensure that they have robust, forward-looking capital planning processes that account for the risks associated with their business profile. Assessment by regulators is on both a quantitative and qualitative basis, the latter focusing on the Bank Group's data provision, stress testing capability and internal management processes and controls.

Failure to meet quantitative or qualitative requirements of regulatory stress test programmes, or the failure by regulators to approve the Bank Group's stress test results and capital plans, could result in the Bank Group being required to enhance its capital position and/or position additional capital in specific subsidiaries, and this could, in turn, have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects, capital position and reputation.

The Bank Group is subject to tax-related risks in the countries in which it operates

The Bank Group is subject to the substance and interpretation of tax laws in all countries in which it operates and is subject to routine review and audit by tax authorities in relation thereto. The Bank Group's interpretation or application of these tax laws may differ from those of the relevant tax authorities, and the Bank Group provides for potential tax liabilities that may arise on the basis of the amounts expected to be paid to the tax authorities. The amounts ultimately paid may differ materially from the amounts provided depending on the ultimate resolution of such matters. In general, changes to tax laws and tax rates, including as a result of policy changes by governments and/or regulators, and penalties for failing to comply, could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects, capital position and reputation.

Risks related to the Bank Group's operations

The Bank Group's operations are highly dependent on the HSBC Group's information technology systems

The reliability, resilience and security of the HSBC Group's information and technology infrastructure and customer databases are crucial to maintaining the service availability of banking applications and processes and to protecting the HSBC brand. The proper functioning of the HSBC Group's payment systems, financial control, risk management, credit analysis and reporting, accounting, customer service and other information technology systems, as well as the communication networks between the Bank Group's branches and main data processing centres, is important to the Bank Group's operations.

Critical system failure, any prolonged loss of service availability or any material breach of data security, particularly involving confidential customer data, could cause serious damage to the Bank Group's ability to service its clients, could breach regulations under which the Bank Group operates and could cause long-term damage to its business and brand that could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and reputation.

The Bank Group remains susceptible to a wide range of cyber risks that impact and/or are facilitated by technology

The threat from cyber-attacks remains a concern for the Bank Group, as it does across the entire financial sector. Failure to protect the Bank Group's operations from internet crime or cyber-attacks may result in financial loss, business disruption and/or loss of customer services and data or other sensitive information that could undermine its reputation and its ability to attract and keep customers. Key threats include unauthorised access to online customer accounts, advanced malware attacks, attacks on third party suppliers, and security vulnerabilities being exploited.

There have been no material cyber-related breaches that impacted the Bank Group's customers or operations in 2020. However the risk remains that future cyber-related attacks will have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and reputation.

The Bank Group could incur losses or be required to hold additional capital as a result of model limitations or failure

The Bank Group uses models for a range of purposes in managing its business, including regulatory capital calculations, stress testing, credit approvals, calculation of ECLs on a HKFRS 9 basis, financial crime and fraud risk management and financial reporting. The Bank Group could face adverse consequences as a result of decisions that may lead to actions by management, based on models that are poorly developed, implemented or used, or as a result of the modelled outcome being misunderstood or the use of such information for purposes for which it was not designed or by inherent limitations arising from the uncertainty inherent in predicting or estimating future outcomes.

Regulatory scrutiny and supervisory concerns over banks' use of models is considerable, particularly the internal models and assumptions used by banks in the calculation of regulatory capital. If regulatory approval for key capital models is not achieved in a timely manner or if those models are subject to review and challenge, the Bank Group could be required to hold additional capital.

Evolving regulatory requirements have resulted in changes to the Bank Group's approach to model risk management, which poses execution challenges. The adoption of more sophisticated modelling approaches and technology by both the Bank Group and the financial services industry could also lead to increased model risk.

The economic consequences of the COVID-19 pandemic on macroeconomic variables that are used in models are outside of the bounds for which HKFRS 9 models have been built and calibrated to operate. Moreover, complexities of current governmental support programmes and regulatory guidance on the treatment of customer impacts, such as forbearance and payment holidays, and the unpredictable pathways of the COVID-19 pandemic, cannot realistically be factored into the modelling. Consequently, HKFRS 9 models under the current economic conditions are generating outputs that do not accurately assess the actual level of credit quality in all cases. In addition, compensating controls, such as post model management adjustments based on expert judgement are required. Such compensating controls require a significant degree of management judgment and assumptions. There is a risk that future actual results/performance may differ from such judgments and assumptions. The effectiveness of the existing models will depend in large part on the depth and length of the economic downturn faced by the world's economies.

Risks arising from the use of models, including reputational, could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects, capital position and reputation.

The Bank Group may fail to adequately manage its third party suppliers and service providers

The Bank Group relies on third parties to supply goods and services. The use of third-party service providers by financial institutions is of particular focus to global regulators, including with respect to how outsourcing decisions are made and how key relationships are managed. Risks arising from the use of third-party service providers may be less transparent and therefore more challenging to manage or influence. The inadequate management of third-party risk, including maintaining adequate control over the selection, governance and oversight of third parties, particularly for key processes and controls that could affect operational resilience, could impact the Bank Group's ability to meet strategic, regulatory and client expectations. This may lead to a range of effects, including regulatory censure, civil penalties or damage to the Bank Group's reputation, which could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and strategy.

Risks related to the Bank Group's governance and internal controls

The Bank Group's data management and data privacy policies and processes may not be sufficiently robust

Critical business processes across the HSBC Group rely on large volumes of data from a number of different systems and applications to support key business processes and operations. As a result, the HSBC Group often needs to reconcile multiple data sources, including customer data sources, to reduce the risk of error. If data governance (including data retention and deletion, data quality, data privacy and data architecture policies and procedures) is not sufficiently robust, manual intervention, adjustments and reconciliations may be required to reduce the risk of error in the HSBC Group's (including the Bank Group's) external reports or in reporting to senior management or regulators. Inadequate policies and processes may also affect the Bank Group's ability to use data within the HSBC Group to service customers more effectively and/or improve the Bank Group's product offering. Moreover, financial institutions that fail to comply with in-country (local) and global regulatory and compliance requirements may face supervisory measures. The PRC's expanding data privacy and cybersecurity laws could pose potential challenges to intra-group data sharing, especially within the Greater Bay Area ("GBA"). The PRC's draft Personal Information Protection Law and Data Security Law, if passed in their current forms, could increase financial institutions' compliance burdens in respect of cross-border transfers of personal information. In Hong Kong, there is also an increasing focus by regulators on the use of big data and artificial intelligence. Use of personal data through digital platforms for GBA initiatives may need to take into account these evolving data privacy and cybersecurity obligations. In addition, failure to comply with the EU General Data Protection Regulation, Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong or similar laws and regulations concerning data privacy and localisation in the jurisdictions in which the Bank Group operates may result in regulatory sanctions. Any of these failures could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and reputation.

Third parties may use the Bank Group as a conduit for illegal activities without the Bank Group's knowledge

The Bank Group is required to comply with applicable AML and sanctions laws and regulations, and has adopted various policies and procedures, including internal control and 'know your customer' procedures, aimed at preventing use of its products and services for the purpose of committing or concealing financial crime. Moreover, in relevant situations, and where permitted by regulation, the Bank Group may rely upon certain counterparties to maintain and properly apply their own appropriate AML procedures. While permitted by regulation, such reliance may not prevent third parties from using the Bank Group (and the Bank Group's relevant counterparties) as a conduit for money laundering without the Bank Group's knowledge (and that of the Bank Group's relevant counterparties). The sanctions regulatory environment remained changeable and uncertain during the course of 2020 due to the ongoing geopolitical tensions between the U.S. and the PRC, and the increasing divergence in sanctions policies between the U.S. and the EU on Iran and Russia. Further, a major focus of U.S. and UK government policy relating to financial institutions in recent years has been combating money laundering and enforcing compliance with U.S. and EU sanctions. Becoming a party to, associated with, or even accusations of being associated with, money laundering, or violations of sanctions laws or regulations could damage the Bank Group's reputation and could make it subject to fines, sanctions and/or legal enforcement. Any one of these outcomes could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and reputation.

The Bank Group may suffer losses due to employee misconduct

The Bank Group's businesses are exposed to risk from potential non-compliance with the HSBC Group's policies, including the "HSBC Values" (the HSBC Values describe how the Bank Group's employees should interact with each other and with customers, regulators and the wider community), and related behaviours and employee misconduct such as fraud or negligence, all of which could result in regulatory sanctions and/or reputational or financial harm. In recent years, a number of multinational financial institutions have suffered material losses due to the actions of 'rogue traders' or other employees. It is not always possible to deter employee misconduct, and the precautions the Bank Group takes to prevent and detect this activity may not always be effective. Employee misconduct, or regulatory sanctions if a regulator deems the Bank Group's actions to deter such activity to be insufficient, could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and reputation.

The delivery of the Bank Group's strategic actions is subject to execution risk and the Bank Group may not achieve any of the expected benefits of its strategic initiatives

Effective management of transformation projects is required to effectively deliver the Bank Group's strategic priorities, involving delivering both on externally driven programmes (e.g. regulatory requirements and IBOR transition), as well as key business initiatives to deliver revenue growth, product enhancement and operational efficiency outcomes. Additionally, the cumulative impact of the collective change initiatives underway within the Bank Group and the HSBC Group is significant and has direct implications on resourcing. The magnitude, complexity and, at times, concurrent demands of the projects required to meet these can result in heightened execution risk.

The HSBC Group's strategy is supported by global trends – the continued economic development in emerging markets, growth of international trade and capital flows, and wealth creation, particularly in faster-growing markets. The HSBC Group takes into consideration global trends along with its strategic advantages to help it better deploy capital. The development and implementation of the HSBC Group's strategy requires difficult, subjective and complex judgements, including forecasts of economic conditions in various parts of the world. The HSBC Group may fail to correctly identify the relevant factors in making decisions as to capital deployment and cost reduction.

The Bank Group's ability to assist in executing the HSBC Group's strategy may be limited by its operational capacity, current macroeconomic conditions and the increasing complexity of the regulatory environment in which it operates. The Bank Group continues to pursue cost management initiatives, though they may not be as effective as expected, and it may be unable to meet the HSBC Group's cost saving targets.

In addition, factors beyond the Bank Group's control, including but not limited to economic and market conditions, could limit the Bank Group's ability to achieve any of the expected benefits of these initiatives. The global economic outlook is more uncertain, particularly with regard to economic risks, the COVID-19 pandemic, global trade tensions and revised interest rate expectations. There remains a risk that, in the absence of an improvement in economic conditions, the Bank Group's cost and investment actions may not be sufficient to achieve the expected benefits.

The failure to successfully deliver or achieve any of the expected benefits of HSBC Group's strategic initiatives could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects and reputation.

The Bank Group's risk management measures may not be successful

The management of risk is an integral part of all the Bank Group's activities. Risk constitutes the Bank Group's exposure to uncertainty and the consequent variability of return. Specifically, risk equates to the adverse effect on profitability or financial condition arising from different sources of uncertainty, including retail and wholesale credit risk, market risk, non-traded market risk, operational risk, insurance risk, concentration risk, liquidity and funding risk, litigation risk, conduct risk, reputational risk, strategic risk, pension risk and regulatory risk. While the Bank Group employs a broad and diversified set of risk monitoring and mitigation techniques, such methods and the judgements that accompany their application cannot anticipate every unfavourable event or the specifics and timing of every outcome. Failure to manage risks appropriately or regulatory sanctions if a regulator deems the Bank Group's risk management measures to be insufficient could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects, strategy and reputation.

Risks related to the Bank Group's business

The Bank Group's operations have inherent reputational risk

Reputational risk is the risk of failing to meet stakeholder expectations as a result of any event, behaviour, action or inaction, either by the Bank Group or a member of the HSBC Group, the Bank Group's employees or those with whom the Bank Group is associated. Any actual or perceived lapse in standards of integrity, compliance, customer service or operating efficiency may represent a potential reputational risk. Stakeholder expectations constantly evolve, and so reputational risk is dynamic and varies between geographical regions, groups and individuals.

Modern technologies, in particular online social media channels and other broadcast tools that facilitate communication with large audiences in short time frames and with minimal costs, may significantly enhance and accelerate the distribution and effect of damaging information and allegations. Reputational risk could also arise from negative public opinion about the actual, or perceived, manner in which the Bank Group conducts its business activities, or the Bank Group's financial performance, as well as actual or perceived practices in banking and the financial services industry generally. Negative public opinion may adversely affect the Bank Group's ability to retain and attract customers, in particular, corporate depositors, and to retain and motivate staff, and could have a material adverse effect on the Bank Group's business, financial condition, results of operations and prospects.

Non-financial risks are inherent in the Bank Group's business, including the risk of fraudulent activity

The Bank Group is exposed to many types of non-financial risks, that are inherent in banking operations. Non-financial risk can be defined as the risk to the Bank Group of achieving its strategy or objectives as a result of inadequate or failed internal processes, people and systems, or from external events. It includes fraudulent and other criminal activities (both internal and external), breakdowns in processes or procedures, breaches of regulations or law, financial reporting and tax errors, external events and systems failure or non-availability. These risks are also present when the Bank Group relies on outside suppliers or vendors to provide services to the Bank Group and its customers.

In particular, fraudsters may target any of the Bank Group's products, services and delivery channels, including lending, internet banking, payments, bank accounts and cards. This may result in financial loss to the Bank Group and/or its customers, an adverse customer experience, reputational damage and potential litigation, regulatory proceeding, administrative action or other adversarial proceeding in any jurisdiction in which the Bank Group operates, depending on the circumstances of the event.

These non-financial risks could have a material adverse effect on the Bank Group's business, financial condition, results of operations, prospects, strategy and reputation. Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Bank Group will necessarily be unable to comply with its obligations as an authorized institution regulated by the HKMA or any other regulator where the Bank Group has a branch.

The Bank Group relies on recruiting, retaining and developing appropriate senior management and skilled personnel

Meeting the demand to recruit, retain and develop appropriate senior management and skilled personnel remains subject to a number of challenges. These include rapidly changing skill requirements and ways of working, the evolving regulatory landscape plus increased requirements and expectations regarding and diversity. Ongoing talent shortages and capabilities, particularly where those with the scarce capabilities are globally mobile, add to the complexity of the Bank Group's supply challenge.

The Bank Group's continued success in delivering the Bank Group's strategic priorities and managing the regulatory environment proactively depends in part on the retention of key members of its management team and wider employee base, the availability of skilled management in each of its global businesses and global functions, and the ability to continue to attract, train, motivate and retain highly qualified professionals, each of which may depend on factors beyond the Bank Group's control, including economic, market and regulatory conditions and the impact of the COVID-19 pandemic on health and well-being.

If one of the Bank Group's global businesses or global functions fails to staff its operations appropriately or loses one or more of its key senior executives, and fails to successfully replace them in a satisfactory and timely manner, or fails to implement successfully the organisational changes required to support the Bank Group's strategy, the Bank Group's business, financial condition, results of operations and prospects, including control and operational risks could be materially adversely affected.

The Bank Group has significant exposure to counterparty risk

The Bank Group is exposed to counterparties that are involved in virtually all major industries, and the Bank Group routinely executes transactions with counterparties in financial services, including brokers and dealers, central clearing counterparties, commercial banks, investment banks, mutual and hedge funds, and other institutional clients.

Many of these transactions expose the Bank Group to credit risk in the event of default by its counterparty or client. The Bank Group's ability to engage in routine transactions to fund its operations and manage its risks could be materially adversely affected by the actions and commercial soundness of other financial services institutions. Financial institutions are necessarily interdependent because of trading, clearing, counterparty or other relationships. As a consequence, a default by, or decline in market confidence in, individual institutions, or anxiety about the financial services industry generally, can lead to further individual and/or systemic difficulties, defaults and losses.

Where bilateral counterparty risk has been mitigated by taking collateral, the Bank Group's credit risk may remain high if the collateral the Bank Group holds cannot be realised or has to be liquidated at prices that are insufficient to recover the full amount of the Bank Group's loan or derivative exposure. There is a risk that collateral cannot be realised, including situations where this arises by change of law that may influence the Bank Group's ability to foreclose on collateral or otherwise enforce contractual rights.

The Bank Group also has credit exposure arising from mitigants, such as credit default swaps, and other credit derivatives, each of which is carried at fair value. The risk of default by counterparties to credit default swaps and other credit derivatives used as mitigants affects the fair value of these instruments depending on the valuation and the perceived credit risk of the underlying instrument against which protection has been purchased. Any such adjustments or fair value changes could have a material adverse effect on the Bank Group's business, financial condition, results of operations and prospects.

Any reduction in the credit rating assigned to the Bank, any subsidiaries of the Bank or any of their respective debt securities could increase the cost or decrease the availability of the Bank's funding and materially adversely affect the Bank's liquidity position and/or net interest margin

Credit ratings affect the cost and other terms upon which the Bank is able to obtain market funding. Rating agencies regularly evaluate the Bank and certain of its subsidiaries, as well as their respective debt securities. Their ratings are based on a number of factors, including their assessment of the relative financial strength of the Bank or of the relevant subsidiary, as well as conditions affecting the financial services industry generally. There can be no assurance that the rating agencies will maintain the Bank's or the relevant subsidiary's current ratings or outlook, particularly given the risks relating to the ongoing COVID-19 pandemic (as described further under "*Risks relating to the impact of COVID-19*"). For example, in April 2020, Fitch revised the outlook for the Bank's long term credit rating from stable to negative following a similar action on the long term credit rating of HSBC Holdings plc, the Bank's parent company. This reflected Fitch's view that, among other things, the economic and financial market impact of the COVID-19 pandemic has created material downside risks to HSBC Holdings plc's and the Bank's operating environments and to the HSBC Holdings plc's and the Bank's ability to execute on its strategy and planned restructuring, as well as risks relating to the likely deterioration of its asset quality, earnings and capital strength. Similarly, in March 2021, Moody's placed the Bank's credit rating on review for downgrade following a similar action on the long term credit rating of HSBC Holdings plc. This reflected Moody's view of HSBC Group's standalone creditworthiness, HSBC Holdings plc's weaker profitability compared with other banks with the same baseline credit assessment and challenges that the HSBC Group faces to improve its profitability.

The Bank cannot assure investors that it will not experience reductions in its ratings, outlook or financial strength, actual or perceived, in the future and any such reductions in these ratings, outlook or financial strength could increase the cost of the Bank's funding, limit access to capital markets and require additional collateral to be placed and, consequently, materially adversely affect the Bank's interest margins and its liquidity position.

Risks concerning borrower credit quality are inherent in the Bank Group's businesses

Risks arising from changes in credit quality and the recoverability of loans and amounts due from borrowers and counterparties (e.g. reinsurers and counterparties in derivative transactions) are inherent in a wide range of the Bank Group's businesses. Adverse changes in the credit quality of the Bank Group's borrowers and counterparties arising from a general deterioration in economic conditions or systemic risks in the financial systems, including from the impact of the ongoing COVID-19 pandemic, could reduce the recoverability and value of the Bank Group's assets and require an increase in the Bank Group's ECLs. See "*Risks relating to the impact of COVID-19*".

The Bank Group estimates and recognises ECLs in the Bank Group's credit exposure. This process, which is critical to the Bank Group's results and financial condition, requires difficult, subjective and complex judgements, including forecasts of how the economic conditions might impair the ability of the Bank Group's borrowers to repay their loans and the ability of other counterparties to meet their obligations. This assessment considers multiple alternative forward-looking economic conditions (including GDP estimates) and incorporates this into the ECL estimates to meet the measurement objective of HKFRS 9. As is the case with any such assessments, the Bank Group may fail to estimate accurately the effect of factors that it identifies or fail to identify relevant factors. Further, the information the Bank Group uses to assess the creditworthiness of its counterparties may be inaccurate or incorrect. See *"The Bank Group could incur losses or be required to hold additional capital as a result of model limitations or failure"*. Any failure by the Bank Group to accurately estimate the ability of its counterparties to meet their obligations could have a material adverse effect on the Bank Group's business, financial condition, results of operations and prospects.

The Bank Group's insurance businesses are subject to risks relating to insurance claim rates and changes in insurance customer behaviour

The Bank Group provides various insurance products for customers with whom the Bank Group has a banking relationship, including several types of life insurance products. The cost of claims and benefits can be influenced by many factors, including mortality and morbidity rates, lapse and surrender rates and, if the policy has a savings element, the performance of assets to support the liabilities.

Adverse developments in any of these factors could materially adversely affect the Bank Group's business, financial condition, results of operations and prospects.

Risks related to the Bank Group's financial statements and accounts

The Bank Group's financial statements are based in part on judgements, estimates and assumptions that are subject to uncertainty

The preparation of financial information requires the use of estimates and judgements about future conditions by the Bank Group's management. In view of the inherent uncertainties and the high level of subjectivity involved in the recognition or measurement of items highlighted as the critical accounting estimates and judgements in Note 1.2 in the Bank Group's 2020 Annual Report and Accounts, it is possible that the outcomes in the next financial year could differ from those on which the Bank Group management's estimates are based. This could result in materially different estimates and judgements from those reached by management for the purposes of the Bank Group's audited consolidated financial statements. Management's selection of the Bank Group's accounting policies that contain critical estimates and judgements reflects the materiality of the items to which the policies are applied and the high degree of judgement and estimation uncertainty involved.

2 Considerations relating to Hong Kong

The Bank is subject to minimum regulatory capital, leverage and liquidity requirements

The Bank is subject to the risk, inherent in all regulated financial businesses, of having insufficient capital resources to meet the minimum regulatory capital requirements. Minimum capital requirements now are more sensitive to market movements than under previous regimes and capital requirements will increase if economic conditions or negative trends in the financial markets worsen. Any failure of the Bank to maintain its minimum regulatory capital requirements could result in administrative actions or sanctions, which in turn may have a material adverse impact on the Bank's results or operations.

On 16 December 2010 and on 13 January 2011, the Basel Committee of Banking Supervision (the "**Basel Committee**") issued revised global regulatory standards (known as "**Basel III**"). The Basel Committee's package of reforms includes increasing the minimum common equity (or equivalent) requirement and the total Tier 1 capital requirement. In addition, banks are required to maintain, in the form of common equity (or equivalent), a capital conservation buffer of common equity Tier 1 to withstand future periods of stress. If there is excess credit growth in any given country resulting in a system-wide build-up of risk, a countercyclical buffer of common equity Tier 1 is to be applied as an extension of the conservation buffer. Furthermore, systemically important banks should have loss absorbing capacity beyond these standards. The Basel III reforms also require Tier 1 and Tier 2 capital instruments to be more loss-absorbing. The reforms therefore increase the minimum quantity and quality of capital which banks are obliged to maintain. There can be no assurance as to the availability or cost of such capital. The capital requirements are supplemented by a leverage ratio, and a liquidity coverage ratio and a net stable funding ratio are also introduced. The reforms have been adopted in Hong Kong through a series of legislative amendments, with many of the new rules having taken effect from 2013.

Aside from its compliance with Basel III regulatory capital requirements, the Issuer will also need to comply with the Financial Institutions (Resolution) (Loss-absorbing Capacity Requirements — Banking Sector) Rules (the “**LAC Rules**”), which was published in the gazette of the Hong Kong Special Administrative Region Government on 19 October 2018, and came into operation on 14 December 2018. The LAC Rules introduced an additional loss absorbing capacity ratio which the Issuer is required to maintain in addition to existing capital and liquidity requirements implemented under Basel III. The Issuer may in the future need to issue other loss absorbency capital instruments to meet the relevant requirements in the LAC Rules. There can be no assurance that the Issuer will be able to obtain additional capital in a timely manner, on acceptable terms or at all. Further, the HKMA may implement the package of reforms in a manner that is different from that which is currently envisaged, or may impose additional capital requirements on authorized institutions.

If the regulatory capital requirements, liquidity restrictions or ratios applied to the Bank Group are increased in the future, any failure of the Bank Group to maintain such increased regulatory capital ratios could result in administrative actions or sanctions, which may have an adverse effect on the Bank Group’s results of operations.

3 Considerations relating to all issues of Notes

A wide range of Notes may be issued under the Programme. The Issuer may issue Notes with principal and/or interest determined by reference to, one or more variables such as an index, formula, securities, currency exchange rates, interest rates, or other factors (each underlying or other asset being a

“**Reference Asset**” or, if it is comprised in a basket of assets, a “**Reference Asset Component**”). A number of these Notes may have features which contain particular risks for investors. Set out below is a description of some of the risks that should be taken into consideration by prospective purchasers of Notes.

General

An investment in certain Notes may be speculative and may entail substantial risks. Noteholders should understand that in some instances they could suffer a partial or complete loss of their investment subject, if applicable, to any minimum redemption amount specified in the relevant Pricing Supplement. In the case of Notes linked to a Reference Asset or Reference Assets, any investment return on a Note determined by reference to changes in the level and/or the value of the Reference Asset(s), is subject to fluctuation and may be less than would be received by investing in a conventional debt instrument. Changes in the level and/or the value of the Reference Asset(s) cannot be predicted. If so provided in the relevant Pricing Supplement, the Notes may be subject to early redemption by reference to changes in the level and/or the value of the Reference Asset(s). On redemption, the Notes may be redeemed in such manner as the Pricing Supplement provides.

Notes may not be a suitable investment for all investors

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Credit risk

The Notes are direct, unsecured and unsubordinated obligations of the Issuer and not of any other person. If the Issuer's financial position were to deteriorate, there could be a risk that the Issuer would not be able to meet its obligations under the Notes (the Issuer's credit risk). If the Issuer becomes insolvent or defaults on its obligations under the Notes, in the worst case scenario, investors in the Notes could lose all of their invested amounts.

Investors should be aware that any rating of the Issuer reflects the independent opinion of the relevant rating agency and is not a guarantee of the Issuer's credit quality. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by its assigning rating agency at any time.

The Notes are unsecured obligations

It will be particularly important for the investor to evaluate the Issuer's credit risk when considering an investment in the Notes as the Notes are not secured. If the Issuer became unable to pay amounts owed to the investor under the Notes, such investor will not have recourse to the Reference Assets or Reference Asset Component or any other security or collateral and, in a worst case scenario, may not receive any payments under the Notes.

Notes issued under the Programme are not ordinary debt securities and investors are exposed to the risks relating to the Reference Asset(s) or Reference Asset Component(s)

An investment in the Notes is not an equivalent to an investment in a time deposit. The terms of certain Notes issued under the Programme may differ from those of ordinary debt securities because such Notes may not pay interest and, on redemption, depending on the performance of the relevant Reference Asset(s) or Reference Asset Component(s), as applicable, the Notes may return less than the amount invested or nothing.

The repayment of any amount invested in such Notes and any return on investment may be variable and not guaranteed. Unlike a savings account or similar investment with a lower return and little or no capital risk, certain Notes issued under the Programme may potentially have a greater return but there is a greater risk of loss of capital. As a result, the investors' capital can fall below the amount initially invested.

Certain Notes may be linked to the value or level of underlying Reference Asset(s) or Reference Asset Component(s), as applicable, and payment at maturity or expiry (and/or payment on early redemption or termination in certain circumstances) and/or payment of interest amounts depend on performance of the relevant Reference Asset(s) or Reference Asset Component(s), as applicable. Investors should therefore be prepared to be exposed to the risks related to the Reference Asset(s) or Reference Asset Component(s), as applicable. The value or level of Reference Asset(s) or Reference Asset Component(s), as applicable, can alter sharply because they reflect the performance of the underlying value or general stock and other market conditions. Therefore, there is a risk that, if the value or level of the Reference Asset(s) or Reference Asset Component(s), as applicable, does not move in the anticipated direction, such Notes may return less than the amount invested and, in a worst case scenario, investors could lose their entire invested amount. In addition, investors should note that there may be a risk that if the issuer of an underlying Reference Asset or Reference Asset Component, as applicable, becomes insolvent, the value of such Reference Asset or Reference Asset Component, as applicable, will become zero. As a result thereof, the value of Notes linked to such Reference Asset(s) or Reference Asset Component(s), as applicable, will be adversely affected and in a worst case scenario become zero as well. Investors in such Notes would then lose all of their invested amounts.

The Issuer cannot predict the value or level of the Reference Asset(s) or Reference Asset Component(s), as applicable, on any date during the life of the Notes or at maturity or expiry (as applicable). The total return of the Notes may be less than other fixed rate instruments, including other securities available directly from the Issuer. Investors should compare the rates of return and other features of Notes to other available investments before deciding to purchase Notes.

Past performance of the Reference Asset(s) or Reference Asset Component(s)

Past performance of the Reference Asset(s) or Reference Asset Component(s), as applicable, if provided, should not be taken as an indication of future performance of the Reference Asset(s) or Reference Asset Component(s), as applicable. The Issuer cannot provide any assurance that the performance of the Reference Asset(s) or Reference Asset Component(s), as applicable, will result in a positive return on any investment.

The Notes may be perpetual securities and investors may have no right to require redemption

The Notes may be perpetual and therefore may have no specified maturity date. The relevant Pricing Supplement in respect of such Notes will set out the circumstances under which the Notes will be redeemed and the other terms relating to redemption. However, where the Notes are perpetual securities, the Issuer is not expected to be under any obligation to redeem such Notes at any time and such Notes can only be disposed of by sale. Noteholders who wish to sell their Notes may be unable to do so at a price at or above the amount they have paid for them, or at all, if insufficient liquidity exists in the market for the Notes.

Capital risks relating to Notes

Unless the relevant Series of Notes is fully principal protected, the repayment of any amount invested in the Notes is not guaranteed. As a result the investors' capital can fall below the amount initially invested in such Notes and, in the worst case, the investors may lose their entire invested amount.

In any event, any principal protection is subject to the Issuer's credit risk (see "*Credit Risk*" above).

No ownership rights

An investment in Notes relating to a Reference Asset or Reference Asset Component is not the same as an investment in the Reference Asset or any Reference Asset Component. The Notes do not (prior to physical settlement of any Notes by the delivery of Reference Asset(s) or Reference Asset Component(s), where applicable) confer any legal or beneficial interest in any Reference Asset(s) or Reference Asset Component(s) or securities underlying any Reference Asset(s) (where such Reference Asset(s) is an equity index) and do not provide a Noteholder with any of the rights that a holder of such security underlying a Reference Asset or any Reference Asset Component may have (such as voting rights and rights to receive dividends).

There may be no active trading market or secondary market liquidity for Notes

Any Series of Notes issued will be new securities which may not be widely distributed and for which there is no active trading market (even where, in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar Notes (as applicable), general economic conditions, commissions paid by the Issuer and the financial condition of the Issuer and existing liquidity arrangements (if any) might not protect the Noteholders from having to sell the Notes at substantial discounts to their principal amount in the case of financial distress of the Issuer. Accordingly, the investor is subject to the risk that its investment in the Notes may be difficult or impossible to trade. If a market does develop, it may not be very liquid and any liquidity may be sensitive to changes in financial markets.

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

Force Majeure

The Noteholders are subject to the risk that if the Calculation Agent determines in its absolute discretion that the performance of the Issuer's obligations under any Notes (or the Issuer's affiliates' obligations under any underlying or hedging or funding arrangement established in connection therewith) shall have become unlawful or impracticable in whole or in part, unless the relevant Pricing Supplement in respect of a Series of Notes specifies the "Early Redemption for reasons of Force Majeure" as not applicable, in which case the Issuer will not be entitled to terminate its obligations under such Notes on the basis it is unlawful (as the case may be) or impracticable only, the Issuer may terminate its obligations under the Notes against payment of an amount equal to the Fair Market Value of the Notes (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner). The Fair Market Value of a Note will be adjusted to account fully for any reasonable costs and expenses of the Issuer and/or its affiliates of unwinding any

underlying and/or related hedging and/or funding arrangements as a result of such events, and having the effect of preserving for the Noteholders the economic equivalent of the obligations of the Issuer to make payments in respect of the Notes which would, but for such early redemption, have fallen due after the relevant early redemption date. Noteholders may suffer a loss of some or all of their investment as a result of such early redemption, and will forego any future performance in the relevant Reference Asset(s) or Reference Asset Component(s) or securities underlying Reference Assets(s) (where such Reference Asset(s) is an equity index), as applicable, and future interest payments applicable to such Notes (if any).

Certain factors affecting the value and trading price of Notes

The value of Notes prior to maturity is expected to depend on a number of factors including, without limitation: (i) the financial condition and funding costs of the Issuer; (ii) the value, volatility and liquidity of the Reference Asset(s) or Reference Asset Component(s); (iii) the time remaining to maturity; (iv) any change(s) in interest rates, dividend yields and inflation rates; (v) any change(s) in currency exchange rates; (vi) economic and market conditions and (vii) any related transaction costs. As a result of these factors the price at which a Noteholder will be able to sell the Notes prior to maturity may be less than the initial amount invested in the Notes. Each of these factors interrelate in complex ways (for example, one factor may offset an increase in the value of the Notes caused by another factor). Investors are subject to the risk that the value of Notes may be adversely affected by one or more of the following factors:

(a) Fluctuations in the level or value of the Reference Asset(s) or Reference Asset Component(s)

Fluctuations in the value or level of the Reference Asset(s) or Reference Asset Component(s), as applicable, may affect the value of the Notes, but equally an investor in the Notes is subject to the risk that expectations of fluctuation in value or level of a Reference Asset or Reference Asset Component during the remaining period to the maturity of the Notes or any earlier redemption would adversely affect amounts payable in respect of the Notes. The level of a Reference Asset or Reference Asset Component may vary over time and may increase or decrease by reference to a variety of factors which may include corporate actions, macro-economic factors and speculation.

(b) Interest rates

Rising interest rates may lower the value of a Reference Asset or Reference Asset Component, and thus, the value of the Notes. Changes in interest rates may also affect the economy of a country in which a Reference Asset or Reference Asset Component or securities underlying a Reference Asset (where such Reference Asset is an equity index) are traded, and which may adversely affect the value of the Notes.

(c) Volatility of the Reference Asset(s) or Reference Asset Component(s)

If the size and frequency of market fluctuations in value of a Reference Asset or Reference Asset Component increase or decrease, the trading value of the Notes may be adversely affected.

(d) Time remaining to maturity

The Notes may trade at a value above that which would be expected based on the level of interest rates and the level of the Reference Asset(s) or Reference Asset Component(s), as applicable. Any such difference will reflect a “**time premium**” resulting from expectations concerning the Reference Asset(s) or Reference Asset Component(s), as applicable, during the period prior to the maturity of the Notes. An investor in the Notes should be aware of the risk that, as the time remaining to the redemption of the Notes decreases, this time premium would likely decrease, which would adversely affect the value of the Notes.

(e) Dividend rates

An investor in the Notes is subject to the risk that changes in dividend or other distribution rates on the Reference Asset(s) or Reference Asset Component(s) may adversely affect the trading value of the Notes. If the dividend or other income rates on the Reference Asset(s) or Reference Asset Component(s) increase, the trading value of the Notes is likely to decrease as the Notes generally do not reflect such distributions by way of increase in amounts payable on redemption, or pass-through payments of such distributions.

Pricing

As part of the valuation mechanism, Notes may specify a time and an exchange or other venue in which the level or value of the Reference Asset(s) are to be observed. Depending on how the level or value of the Reference Asset(s) is calculated, the level or value of such Reference Asset(s) may fluctuate throughout the trading day, and they may change rapidly. As a result, investors should note that return on any Notes may be particularly sensitive to the choice of valuation times and valuation methods. The “**price discovery**” mechanism used to ascertain the value of the underlying at any given time on exchanges or other venues may not be uniform throughout the trading day. This may affect the valuation of any issuance of Notes. For example, exchanges may conduct auctions to set an opening or closing price, and trading characteristics and participants in after-hours trading sessions may differ from those during regular hour sessions.

Capped return

The Terms and Conditions of Notes may provide that the return payable on the Notes is subject to a cap. In these circumstances, the exposure to the performance of the relevant Reference Assets or Reference Asset Components, as applicable, may be limited and accordingly, investors could forgo a return that could have been made had they invested in a product without a similar cap.

Further and other issues of Notes

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes to be consolidated with and form a single series with the outstanding Notes. In addition, the Issuer may issue other notes and/or other instruments, the value of which is linked to the relevant Reference Assets or Reference Asset Components, as applicable. Any such issue of further notes may have an adverse effect on the value of Notes.

Potential conflicts of interest

The Issuer and/or affiliates of the Issuer may from time to time: (i) advise or engage in business with the issuers of or obligors in respect of Reference Assets or Reference Asset Components regarding transactions to be entered into by them; (ii) engage in transactions involving Reference Assets or Reference Asset Components for their proprietary accounts and for other accounts under their management or to facilitate client orders; (iii) carry out hedging activity related to the Notes by purchasing or entering into derivatives transactions relating to the Reference Asset(s) or Reference Asset Component(s) or securities underlying Reference Asset(s) (where such Reference Asset(s) is an equity index) (but will not be obliged to do so); (iv) publish research reports relating to certain Reference Assets or Reference Asset Components; or (v) acquire non-public information about a Reference Asset and/or Reference Asset Component and/or any relevant securities underlying Reference Asset(s) (where such Reference Asset(s) is an equity index). In undertaking any such activities, neither the Issuer nor any affiliate of the Issuer is under any obligation to consider the interests of the Noteholders, and any such activities by the Issuer or its affiliates (as applicable) may have a negative effect on the value or level of such Reference Assets or Reference Asset Components and therefore on the value of any Notes to which they relate.

In addition, the Terms and Conditions of the Notes may provide for (a) the early redemption of the Notes and/or (b) a lesser amount being payable in respect of the Notes if the value of any Reference Asset or Reference Asset Component exceeds, falls below, is equal to or does not stay within pre-determined reference levels (“**Threshold Events**”). The activities described in the preceding paragraph may cause such Threshold Events to be triggered, which could potentially have a negative impact on the value of any Notes to which they relate.

Certain affiliates of the Issuer or the Issuer itself may (i) be the counterparty to the hedge of the Issuer's obligations under an issue of Notes; (ii) be the Calculation Agent responsible for making determinations and calculations in connection with the Notes; or (iii) publish research reports which express opinions or provide recommendations that are inconsistent with purchasing or holding the Notes referencing the Reference Assets. Accordingly, there is a risk that certain conflicts of interest may arise both among the Issuer or these affiliates and between the interests of the Issuer or these affiliates and the interests of Noteholders.

Fees, commission and cost of hedging

The original issue price of the Notes may include the distribution commission or fee charged by the Issuer and/or its affiliates and the cost or expected cost of hedging the Issuer's obligations under the Notes (if any). Accordingly, there is a risk that, upon issue, the price, if any, of the Notes in any secondary market (including the price (if any) at which the Issuer or its affiliates would be willing to purchase Notes from the investor) would be lower than the original issue price. Such fee, commission and cost of hedging may also be deducted from the redemption or settlement amount payable in respect of the Notes. In addition, any such prices may differ from values determined by pricing models used by the Issuer or affiliates as a result of such compensation or other transaction costs.

Effect of general economic conditions on the Notes

The market for debt securities is influenced by economic and market conditions, interest rates, currency exchange rates and inflation rates in Asia and other countries and areas. There can be no assurance that events occurring elsewhere will not cause market volatility or that such volatility will not adversely affect the price or Notes of that economic and market conditions will not have any other adverse effect.

Hedging activities of the Issuer and affiliates

The Issuer or its affiliates may carry out hedging activities related to the Notes, including purchasing Reference Asset(s) or Reference Asset Component(s) or securities underlying Reference Asset(s) (where such Reference Asset(s) is an equity index), but will not be obliged to do so. Certain of the Issuer's affiliates may also purchase and sell the Reference Assets or Reference Asset Components or securities underlying Reference Asset(s) (where such Reference Asset(s) is an equity index) on a regular basis as part of their securities businesses. Any of these activities could potentially affect the value of the reference factor, Reference Asset(s) or Reference Asset Component(s) or securities underlying Reference Assets(s) (where such Reference Asset(s) is an equity index) and, accordingly, the value of the Notes.

Calculation Agent's discretion and valuation

Calculation of the interest payments (if applicable) and/or amount payable in respect of redemption may be by reference to certain specified screen rate(s), level(s) or value(s) published on an exchange or other quotation system, or if any such rate(s), level(s) or value(s) is not displayed at the relevant time a rate or level or value (as applicable) determined by the Calculation Agent in its sole and absolute discretion acting in good faith. The Notes may be redeemable prior to their scheduled maturity in certain circumstances at an amount determined by the Calculation Agent which may be less than their nominal amount. Accordingly, an investor in the Notes is subject to the risk that the calculation of payments and other determinations under the Notes are conclusively determined by one party which may be the Issuer itself or its affiliates and the investor cannot object to such calculation or determination.

The Calculation Agent may be permitted to use its proprietary models in setting the terms of an adjustment, and it may be difficult for investors to predict the resulting adjustments in advance. In such case, an investor would be subject to the risk that it would be difficult to verify that adjustments made to payments under the Notes are legitimate and consistent with the terms of an issue of Notes without expertise in applying valuation models.

All calculations and determinations made by the Calculation Agent in relation to the Notes shall (save in the case of manifest error at the time the relevant determination is made) be final and binding on the Issuer and all Noteholders. The Calculation Agent shall have no obligations to the holders of Notes, and shall only have the obligations expressed to be binding on it pursuant to the Terms and Conditions of the Notes.

Exchange rate risks and exchange control risks

The Issuer will generally pay amounts in respect of the Notes in the Settlement Currency (as referred to in the relevant Pricing Supplement). As a result thereof, there are various potential exchange rate risks that investors in the Notes need to consider.

Investor converting amounts paid in the Settlement Currency into the Investor's Currency

If an investor anticipates that it will need to convert payments made under the Notes from the Settlement Currency into a currency of its choice (the “**Investor's Currency**”) (for instance, if other obligations of the investor are payable in the Investor's Currency), then the investor is subject to the risk that the currency conversion rate which it must pay for exchanging the Settlement Currency into the Investor's Currency becomes less attractive and therefore decreases the realisable value of its investment.

An appreciation in the value of the Investor's Currency relative to the Settlement Currency at any time would decrease (i) the value of any redemption payable to the investor and (ii) the market value of the Notes, in each case where converted into the Investor's Currency at that time. As a result, the amount that the investors receive in respect of the Notes, as converted, may be less than expected or zero.

Material risks involved in currency conversion

The material risks involved in the currency conversion include the risk that exchange rates may change significantly (including changes due to appreciation of the Investor's Currency relative to the Settlement Currency). It is impossible to predict whether the value of one such currency relative to another will rise or fall during the term of the Notes.

Amounts converted from another currency into the Settlement Currency or calculated by reference to an underlying currency pair

The Pricing Supplement in relation to some Notes may specify that conversion provisions apply in relation to specified payments under the Notes, in which case the amounts of such payments will be converted into the Settlement Currency in accordance with provisions set out in the relevant Pricing Supplement. The relevant Pricing Supplement may also specify in relation to a Series of Notes that certain amounts payable in respect of the Notes are to be determined by reference to the exchange rate(s) between one or more underlying currencies. In any such case, the exchange rate and exchange control risks set out above in relation to the Settlement Currency and the Investor's Currency may apply to the Settlement Currency and the underlying currency and/or such underlying currency pair(s).

If the Issuer is unable to settle payments in the Settlement Currency, the Issuer may, in certain circumstances, settle any payments due under the Notes by payment of the Alternative Payment Currency Equivalent (which will be the currency specified as the Alternative Payment Currency in the relevant Pricing Supplement) (see “*Payment of Alternative Payment Currency Equivalent*” below).

Exchange control risks

Investors in Notes should also be aware that there is the risk that authorities with jurisdiction over the Investor's Currency or Settlement Currency (as applicable) such as government and monetary authorities may impose or modify (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or transfer of funds in and out of the country. It is impossible to predict whether the value of one such currency relative to another will rise or fall during the term of the Notes. As a result of exchange controls and restrictions the Issuer may not be able to make payments under the Notes in the Settlement Currency and may therefore pay the equivalent of the amounts due under the Notes in U.S. dollars or another currency. Investors in the Notes will therefore forego any future appreciation or depreciation (as applicable) of the Settlement Currency. See for further details “*Considerations relating to Emerging Markets*”.

Payment of Alternative Payment Currency Equivalent

Notes may provide that, if by reason of an FX Disruption Event (as defined in the Terms and Conditions of the Notes) or the relevant clearing system ceasing to accept payments in the Settlement Currency, the Issuer is not able to satisfy its obligations to pay any amounts due under the Notes in the Settlement Currency, then the Issuer is entitled to make the payments in U.S.\$ or any other currency specified as the Alternative Payment Currency in the relevant Pricing Supplement (the “**Alternative Payment Currency**”).

Certain considerations regarding hedging

Investors intending to purchase Notes to hedge against the market risk associated with investing in a Reference Asset should recognise that there is a risk that the value of the Notes may not exactly correlate with the value of the Reference Asset or Reference Asset Component, as applicable, to which they relate. Due to fluctuating supply and demand for the Notes, there is no assurance that their value will correlate with movements of the Reference Asset or the Reference Asset Component, as applicable. In addition, the formula for redemption may be subject to a cap. For these reasons, among others, it may not be possible to purchase or liquidate assets in a portfolio at the prices used to calculate the value of any relevant Reference Asset. Accordingly, investors who invest in Notes as a means of hedging may be exposed to risks arising out of such differences in value.

Value of Baskets

The level and/or value of a basket of Reference Assets or Reference Asset Components to which any Notes relate may be affected by the number of Reference Assets or Reference Asset Components included in such basket. Generally, the level and/or value of a basket that includes Reference Assets or Reference Asset Components from a number of companies or obligors or other components or which gives relatively equal weight to each Reference Asset or Reference Asset Component will be less affected by changes in the level and/or value of any particular Reference Asset or Reference Asset Component included therein than a basket that includes fewer Reference Assets or Reference Asset Components or that gives greater weight to some Reference Assets or Reference Asset Components.

In particular, if the Reference Assets or Reference Asset Components included in a basket are all in or relate to a particular industry, the level and/or value of such a basket will be affected to a greater extent by the economic, financial and other factors affecting that industry than if the Reference Assets or Reference Asset Components included in the basket relate to various industries that are affected by different economic, financial or other factors or are affected by such factors in different ways.

Investors in the Notes are subject to the risk that other risks relating to the Reference Assets or Reference Asset Components which adversely affect the value of the Notes will be exacerbated due to the number of and/or type of Reference Assets or Reference Asset Components.

Change of law

The Terms and Conditions of the Notes are based on English law and relevant tax law in effect as at the date of this Offering Circular. There is a risk that the interpretation and/or effect of the Terms and Conditions of the Notes may be subject to change in such a manner as to adversely affect the contractual rights of holders of the Notes. The value of the Notes may also be affected by changes in the laws of the jurisdiction of listing or incorporation of the issuers of or obligors under the Reference Asset(s) or Reference Asset Component(s).

No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Offering Circular.

Clearing systems

Because Notes may be held by or on behalf of the relevant clearing system as specified in the relevant Pricing Supplement, investors will be able to trade their interests only through the relevant clearing system and will have to rely on their procedures for transfer, payment and communication with the Issuer to receive payment under the Notes.

The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, interests in the global Notes. Holders of interests in the global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system to appoint appropriate proxies.

Modification, waiver and substitution

Investors in the Notes are subject to the risk that modifications to the Terms and Conditions of the Notes may be made without the consent of any Noteholders, as the case may be, where the Issuer determines that:

- the modification is not prejudicial to the interests of the Noteholders; or
- where the modification of the Notes is of a formal, minor or technical nature or is made to correct a manifest error or comply with mandatory provisions of law.

Limitations on exercise or trading size

If so indicated in the relevant Pricing Supplement, an investor must tender a specified minimum trading size or total consideration of Notes at any one time in order to exercise or on-sell the Notes. Thus, investors with fewer than the specified minimum trading size or total consideration of Notes will either have to sell their Notes or purchase additional Notes, incurring transaction costs in each case, in order to realise their investment. Furthermore, investors in such Notes incur the risk that there may be differences between the trading price of such Notes and the Maturity Redemption Amount or early redemption amount of such Notes (as applicable).

If specified in the applicable Pricing Supplement, Notes which settle physically in the underlying Reference Asset may only be redeemed in such amounts as will ensure that the number of relevant Reference Assets to be delivered is equal to an integral multiple of the minimum allowed trading amount of the relevant Reference Asset on the relevant stock exchange as from time to time specified by such stock exchange or other market in which the Reference Asset is traded (the “**Minimum Trading Amount**”). Where the exercise of a holding of such physically settled Notes would not result in the purchase of a number of relevant Reference Assets equal to an integral multiple of the relevant Minimum Trading Amount, the Holder will receive the maximum number of relevant Reference Assets equivalent to the maximum integral multiple of the Minimum Trading Amount and may be entitled to a payment in lieu at the option of the Issuer, determined in the sole and absolute discretion of the Issuer, in respect of the remaining Reference Assets unless any such payment is of a *de minimis* amount, in which case, Holders shall not receive anything in respect of the remaining Notes. Holders will, therefore, either have to sell their Notes or purchase additional Notes, incurring transaction costs in each case, in order to realise their investment.

Risk of automatic / mandatory early redemption or termination

In relation to certain types of Notes early redemption or termination occurs if certain conditions (such as knock-out conditions) set out in the relevant Pricing Supplements are met. Investors should therefore be aware that certain types of Notes may terminate prior to the stated maturity date. As a result investors in such Notes may forego any future interest or other payments as well as any appreciation or depreciation (as applicable) in the underlying Reference Assets.

Notes issued at a substantial discount or premium

The market values of Notes issued at a substantial discount to or premium above their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Notes, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Early Redemption for Taxation Reasons

The Noteholders are subject to the risk that, Issuer may terminate its obligations under the Notes if the Issuer determines that it would be required to gross-up payments to the holders following a withholding or deduction required by law of taxes, duties, assessments or governmental charges imposed or levied by or on behalf of Hong Kong or, in the case of Notes issued by any New Issuer, the jurisdiction of incorporation of the relevant New Issuer. Following such a determination, the Issuer may terminate its obligations under the Notes against payment of the Early Redemption Amount (Tax) specified in the relevant Pricing Supplement. The Pricing Supplement may specify the Early Redemption Amount (Tax) as being the Fair Market Value of such Note immediately prior to such termination. The Fair Market Value of a Note will be adjusted to account fully for any reasonable costs and expenses of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and/or funding arrangements. Noteholders may suffer a loss of some or all of their investment as a result of such early termination and will forego any future performance in the relevant Reference Asset or Reference Asset Component, as applicable, and future interest payments applicable to such Notes (if any).

Notes with multiple denominations

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

Early Redemption upon the occurrence of an Event of Default

If Notes have become immediately due and payable following an Event of Default (as defined in the Terms and Conditions of the Notes) with respect to the Notes, such Notes may be redeemed early against payment of the Early Termination Amount (as defined in the Terms and Conditions of the Notes). The Pricing Supplement may specify the Early Termination Amount as being the Fair Market Value of such Note immediately prior to such redemption. The Fair Market Value of a Note will be adjusted to account fully for any reasonable costs and expenses of the Issuer and/or its affiliates of unwinding any underlying and/or related hedging and/or funding arrangements. Noteholders may suffer a loss of some or all of their investment as a result of such early redemption and will forego any future performance in the relevant Reference Asset or Reference Asset Component, as applicable, and future interest, payments applicable to such Notes (if any).

Meetings of Noteholders

The Terms and Conditions of the Notes contain provisions for calling meetings of the holders of Notes of any Series to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of Notes of such Series including holders of Notes of such Series who did not attend and vote at the relevant meeting and holders of Notes of such Series who voted in a manner contrary to the majority, so investors in the Notes are subject to the risk that the Terms and Conditions of the Notes may be modified without their consent.

Specific risks relating to Fixed Rate Notes

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Investors will not benefit from any increases in market interest rates above the fixed rate payable in respect of the relevant Notes.

Specific risks relating to Floating Rate Notes

Variable Returns

Floating Rate Notes have returns that are variable as a result of the method by which the interest is calculated. The rate of interest is not fixed and is tied to the performance of an underlying benchmark and, if so specified in the relevant Pricing Supplement, may be subject to a maximum rate or minimum rate on the interest payable. The rate of interest can periodically go down and therefore return on the Notes is not guaranteed and may in a worst case become zero (or, if a minimum rate of interest is specified, the minimum rate of interest). Investors should be aware that in respect of Floating Rate Notes which are subject to a maximum interest rate, investors will not benefit from any increases of the underlying benchmark above such maximum interest rate.

The market continues to develop in relation to risk-free rates which may be reference rates for Floating Rate Notes

To avoid the problems associated with the potential manipulation and financial stability risks of IBORs, regulatory authorities in a number of key jurisdictions are requiring financial markets to transition away from IBORs to near risk-free rates which exclude the risk-element of interbank lending. Risk-free rates may differ from IBORs in a number of material respects. In particular, in the majority of relevant jurisdictions, the chosen risk-free rate is an overnight rate (for example, the Sterling Overnight Index Average (“**SONIA**”) in respect of GBP, the Secured Overnight Financing Rate (“**SOFR**”) in respect of USD, and the euro short-term rate (“**€STR**”) in respect of EUR), with the interest rate for a relevant period calculated on a backward looking (compounded or simple weighted average) basis, rather than on the basis of a forward-looking term. As such, investors should be aware that risk-free rates may behave materially differently from LIBOR, the Euro Interbank Offered Rate (“**EURIBOR**”) and other IBORs as interest reference rates for the Notes.

Investors should also be aware that the market continues to develop in relation to risk-free rates such as SONIA, SOFR and €STR as reference rates in the capital markets. In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, SOFR and €STR which seek to measure the market’s forward expectation of such rates over a designated term.

The market or a significant part thereof (including the Issuer) may adopt an application of SONIA, SOFR, €STR and/or any other risk-free rate that differs significantly from that set out in the Terms and Conditions of the Notes (including in relation to fallbacks in the event that such rates are discontinued or fundamentally altered) and used in relation to Floating Rate Notes referencing risk-free rates such as SONIA, SOFR and/or €STR issued under this Programme.

Since risk-free rates are relatively new in the market, Notes linked to such rates may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities linked to SONIA, SOFR, €STR and/or any other risk-free rate, such as the spread over the rate reflected in interest rate provisions, may evolve over time, and trading prices of the Notes linked to SONIA, SOFR, €STR and/or any other risk-free rate may be lower than those of later-issued debt securities linked to the same rate as a result.

Historical levels are not an indication of future levels

Hypothetical or historical performance data and trends are not indicative of, and have no bearing on, the potential performance of risk-free rates and therefore you should not rely on any such data or trends as an indicator of future performance. Daily changes in risk-free rates have, on occasion, been more volatile than daily changes in comparable benchmark or market rates. As a result, the return on and value of debt securities linked to risk-free rates may fluctuate more than floating rate securities that are linked to less volatile rates. The future performance of any risk-free rate is impossible to predict, and therefore no future performance of any risk-free rate should be inferred from any hypothetical or historical data or trends.

Calculation of Interest Rates based on risk-free rates are only capable of being determined at the end of the relevant Interest Period

Interest on Notes which reference risk-free rates such as SONIA, SOFR or €STR is only capable of being determined at the end of the relevant Interest Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes that reference such rates to reliably estimate the amount of interest that will be payable on such Notes. Further, if the Notes become due and payable under Condition 6.1 (*Event of Default*), the Interest Rate applicable to the Notes shall be determined on the date the Notes became due and payable and shall not be reset thereafter.

In addition, the manner of adoption or application of SONIA, SOFR, €STR and/or any other risk-free rate in the structured products markets may differ materially compared with the application and adoption of the such rate in other markets, such as the Eurobond, derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes referencing risk-free rates. Investors should consider these matters when making their investment decision with respect to any such Notes.

The Issuer has no control over the determination, calculation or publication of risk-free rates

The Issuer has no control over the determination, calculation or publication of SONIA, SOFR, €STR and/or any other risk-free rate. There can be no guarantee that such rates will not be fundamentally altered in a manner that is materially adverse to the interests of investors in Floating Rate Notes linked to the relevant rate. If the manner in which the relevant risk-free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

Risk-free rates may cease to be available

There can be no guarantee that SONIA, SOFR, €STR and/or any other risk-free rate will not cease to be published, be discontinued and/or be otherwise unavailable for use by the Issuer.

In relation to a risk-free rate other than SOFR, a discontinuation (or certain other events which may affect the Reference Rate) may constitute a Benchmark Trigger Event (as further described in the risk factor entitled “*A Benchmark Trigger Event could occur in relation to the Notes*”).

In relation to SOFR, a discontinuation (or certain other events including the prohibition of use of SOFR as a Reference Rate) may result in the rate applicable to the Notes being replaced with a successor or equivalent rate selected or recommended by the relevant governmental body, an overnight funding rate or a rate determined by reference to ISDA provisions relating to SOFR. These alternative rates are uncertain and no market convention currently exists, or may ever exist, for their determination. Further, in such circumstances the Issuer (in consultation with its designee) may, without the consent of Noteholders, be entitled to make conforming changes to the Terms and Conditions of the Notes relating to the calculation and determination of interest to give effect to such replacement rate in a manner that may be materially adverse to the interests of investors in Floating Rate Notes linked to SOFR. If it is not possible to determine a successor or equivalent rate, the floating interest rate on the Floating Rate Notes may accrue at the same rate as the immediately preceding Interest Period (or, in the case of the initial Interest Period, the Initial Interest Rate), effectively converting the Floating Rate Notes (during the Interest Period) into fixed rate instruments.

Specific risks relating to Zero Coupon Notes

If the Notes are Zero Coupon Notes, the Issuer will not make any interest payments with respect to the Notes.

Notes subject to optional early redemption by the Issuer

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

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Investors should consider reinvestment risk in light of other investments

available at that time. As a result of the exercise of a call right by the Issuer, investors will forego any further interest payments (if any) in respect of the Notes and, if so specified in the Pricing Supplement, investors may receive less than their invested amount.

Effect of interest rates on the Notes

Investors in Notes are exposed to the risk that subsequent changes in interest rates may adversely affect the value of the Notes. Investments in the Notes may involve interest rate risk with respect to the currency of denomination of the Notes. A variety of factors influence interest rates such as macro economic, governmental, speculative and market sentiment factors. Such fluctuations may have an impact on the value of the Notes.

FX Rates

The value of certain Notes may be affected by changes in foreign exchange rates. For example, an appreciating U.S.\$ relative to local currency may lower the value of the relevant Notes while a depreciating U.S.\$ may increase the value of the relevant Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market and additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Notes are legal investments for it, (ii) the Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Investors should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

Taxation in relation to the Notes

Transactions involving the Notes may have tax consequences for potential purchasers which may depend, amongst other things, upon the status of the potential purchaser and laws relating to transfer and registration taxes. Stamp duty, stamp duty reserve tax and/or similar transfer taxes may be payable on any transfer or agreement to transfer assets in cases where obligations of the Issuer under the Notes are physically settled.

Potential investors who are in any doubt about the tax consequences of purchasing any Notes should consult and rely on their own tax advisors.

U.S. withholding tax may apply to Notes linked to Reference Asset(s) that are securities issued by U.S. issuers

Where Notes are linked to Reference Asset(s) or Reference Asset Component(s) and some or all of the Reference Asset(s) or Reference Asset Component(s) are securities of U.S. issuers, certain payments made to holders on such Notes may be subject to U.S. withholding tax (up to 30 per cent., depending on the applicable treaty or other exemption) under Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) to the extent such payments are treated as “dividend equivalent” payments. In addition, U.S. withholding tax under Section 871(m) of the Code could be imposed on holders of the Notes to the extent U.S.-source dividends are paid on the Reference Asset(s) or Reference Asset Component(s), even if no corresponding payment is made on the Notes to such holders. If U.S. tax is required to be withheld under Section 871(m) of the Code, the Issuer will not be required to pay any additional amounts with respect to the withheld amounts. See “Taxation—U.S. Dividend Equivalent Payment Withholding” below.

Provision of information

None of the Issuer or any of its affiliates is under any obligation to provide information in respect of any Reference Asset or Reference Asset Component or monitor whether or not any event or circumstance in respect of such Reference Asset(s) or Reference Asset Component(s) has occurred unless it is explicitly and positively stated that such person will do so. The Issuer may have acquired, or during the term of the Notes may acquire, non-public information with respect to one or more Reference Assets or Reference Asset Components, as applicable. The Issuer is not under any obligation to make such information available to holders of such Notes. Therefore, an investor in the Notes should obtain and evaluate information concerning the relevant Reference Asset(s) or Reference Asset Component(s) as it would if it were investing directly in such Reference Asset or Reference Asset Component, as applicable.

Regulation and reform of “benchmarks”

Regulation (EU) 2016/1011, as amended entered into force on 30 June 2016 and the majority of its provisions became applicable on 1 January 2018. The Benchmarks Regulation applies to “administrators” of, “contributors” to, and “users” of “benchmarks” in the European Union (the “EU”). Among other things, the Benchmarks Regulation: (i) requires EU benchmark administrators to be authorised or registered by a national regulator (unless an exemption applies); (ii) provides that in order to be used by supervised entities in the EU, a non-EU benchmark must be qualified for use in the EU under the third-country regime (through equivalence, recognition or endorsement) and comply with extensive requirements in relation to the administration of the non-EU benchmark; and (iii) bans the use by “supervised entities” of: (a) EU “benchmarks” whose administrators are not authorised or registered; and (b) non-EU “benchmarks” that are not qualified for use in the EU under the third-country regime.

The scope of the Benchmarks Regulation is wide and, in addition to so-called “critical benchmarks” such as EURIBOR, could also potentially apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including “proprietary” indices or strategies) which are referenced in certain financial instruments (including securities or OTC derivatives traded on an EU regulated market, EU multilateral trading facility (MTF), EU organised trading facility (OTF) or via a “systematic internaliser”), certain financial contracts and investment funds. Different types and categories of “benchmark” are subject to more or less stringent requirements, and in particular a lighter touch regime may apply where a “benchmark” is not based on interest rates or commodities and the value of financial instruments, financial contracts or investment funds referring to a benchmark is less than €50 billion, subject to further conditions.

Further, the LIBOR, the EURIBOR and other indices which are deemed “benchmarks” are the subject of recent national, international and other regulatory guidance and reform. Some of these reforms are already effective whilst others are yet to apply. These reforms may cause such “benchmarks” to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted.

The Benchmark regulation, together with other international, national or other reforms or the general increased regulatory scrutiny of “benchmarks” could have a material impact on any Notes linked to a “benchmark”. Such reforms could result in changes to the manner of administration of “benchmarks”, with the result that such “benchmarks” may perform differently than in the past (and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level) or may have the effect of discouraging market participants from continuing to administer or participate in certain “benchmarks” leading to their disappearance.

A Benchmark Trigger Event could occur in relation to the Notes

A “Benchmark Trigger Event” (as defined in the Terms and Conditions of the Notes) may occur in relation to any Notes linked to a “benchmark” index in a number of scenarios, including:

- upon the cessation of any benchmark;
- where the administrator of a benchmark does not obtain authorisation/registration or is not able to rely on one of the regimes available to non-EU benchmarks; or

- certain other events (including, without limitation, an announcement by or on behalf of the administrator of a Relevant Benchmark that such Relevant Benchmark will cease to be provided or the imposition of restrictions on the use such Relevant Benchmark) determined to have occurred by the Issuer.

Determination of a Benchmark Trigger Event

The circumstances with respect to a Relevant Benchmark that may lead to the occurrence of a Benchmark Trigger Event are beyond the Issuer's control. However, in all cases, the Issuer will make a determination as to whether the relevant circumstances have arisen.

In making a determination as to whether the occurrence of the relevant circumstances constitute a Benchmark Trigger Event, the Issuer may take into consideration any factors the Issuer considers relevant to such determination (including prevailing market practice and the impact of such circumstances on any related hedging arrangement of the Issuer and/or its affiliates). The Issuer is under no obligation to act in the best interests of the holders of the Notes in making such determination, and there is no guarantee that the determinations made by the Issuer will lead to the best possible outcome for investors.

Consequences of the occurrence of a Benchmark Trigger Event

The occurrence of a Benchmark Trigger Event in relation to a Relevant Benchmark to which the Notes are linked could result in such Relevant Benchmark being deemed replaced (for the purposes of the Notes) with an alternative benchmark (a "**Replacement Index**") selected by the Issuer (or any Alternative Pre-nominated Index specified in the Pricing Supplement as applicable), adjustment to the terms and conditions pursuant to Condition 11A (*Consequences of a Benchmark Trigger Event*), early redemption or termination, discretionary valuation by the Issuer and/or the Calculation Agent, delisting or other consequences in relation to Notes linked to such Relevant Benchmark.

There can be no assurance that the amounts payable to investors in relation to any Notes following the application of a Replacement Index or the Alternative Pre-nominated Index pursuant to Condition 11A (*Consequences of a Benchmark Trigger Event*), and any related adjustments to the terms and conditions of the relevant Notes, will correspond with the amounts that investors would have received if the original Relevant Benchmark had continued to apply, and investors may accordingly receive less than they would otherwise have received.

The determination and use of a Replacement Index following the occurrence of a Benchmark Trigger Event may result in changes to the Terms and Conditions of the Notes and/or payments that are lower than or that do not otherwise correlate over time with the payments that could have been made on such Notes if the Relevant Benchmark remained available in its current form. Any such consequence could have a material adverse effect on the value of and return on any such Notes.

Regulatory initiatives may restrict certain investments and have an adverse impact on the regulatory treatment of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the derivatives and structured securities industries. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may restrict investment in certain Notes, have an adverse impact on the regulatory position for certain investors and/or on the incentives for certain investors to hold Notes and may thereby also affect the liquidity of such Notes in the secondary market. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer or the Dealers makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory treatment of their investment at the time of such investment or at any time in the future. Prospective investors should therefore make themselves aware of the changes and requirements applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes.

French FTT

Pursuant to Article 235 *ter* ZD of the French tax code, acquisitions for consideration of equity securities (*titre de capital*) within the meaning of Article L 212-1 A of the French Monetary and Financial Code or assimilated equity securities in the meaning of Article L 211-41 of the French monetary and financial code that provide or could provide access to capital or voting rights, resulting in a transfer of ownership within the meaning of Article L 211-17 of the French Monetary and Financial Code (that is resulting from the registration of the acquired securities in the securities accounts of the purchaser), are admitted to trading on a French, European or foreign regulated market within the meaning of Articles L 421-4, L 422-1 or L 423-1 of the French Monetary and Financial Code and issued by a company having its head office in France and whose market capitalisation as of 1 December of the year preceding the year in which the acquisition occurs exceeds EUR1 billion (“**French Qualifying Securities**”), are subject to the French financial transactions tax (“**French FTT**”), levied at the rate of 0.3 per cent. The French FTT also applies to an acquisition of securities (irrespective of which entity issued such securities) when these securities represent French Qualifying Securities (“**Synthetic French Qualifying Securities**”). If applicable, the cost of the French FTT may be deducted from the amounts payable to the Noteholders.

The French FTT could also be triggered if the Issuer and/or its affiliates choose to purchase Reference Assets or securities underlying Reference Indices to hedge their exposure under the Notes if such Reference Assets or securities underlying Reference Indices are French Qualifying Securities or Synthetic French Qualifying Securities and assuming none of the French FTT exemptions provided for by Article 235 *ter* ZD of the French tax code apply to the relevant acquisition. If applicable, the cost of this French FTT may be deducted from the amounts payable to the Noteholders.

If physical settlement of the Notes would give rise to an acquisition of French Qualifying Securities or Synthetic French Qualifying Securities, the French FTT would apply to this acquisition (assuming none of the French FTT exemptions provided for by Article 235 *ter* ZD of the French tax code apply) and the corresponding cost may be charged to the Noteholders.

If the French FTT applies to an acquisition of French Qualifying Securities or Synthetic French Qualifying Securities, such transaction is exempt from transfer taxes (*droits de mutation à titre onéreux*) which generally apply at the rate of 0.1 per cent., to the sale of shares issued by a company whose registered office is situated in France, provided that in the case of shares listed on a recognised stock exchange, transfer taxes are only due if the transfer is evidenced by a written deed or agreement.

The Spanish financial transactions tax

On 16 October 2020, the Spanish Parliament approved the Law 5/2020, of 15 October, on the Tax on Financial Transactions (“**Spanish FTT Law**”) introducing the Spanish Financial Transaction Tax (“**Spanish FTT**”) that has entered into force on 16 January 2021. However, the Spanish Council of Minister stated that Spain would continue to participate in the enhanced co-operation for the approval of the EU FTT and, if finally approved, Spain would adapt the Spanish FTT to align it with the EU FTT.

The Spanish FTT is aligned with the French and Italian financial transactions tax. Specifically, the Spanish FTT is an indirect tax levied at a tax rate of 0.2 per cent. on the acquisitions for consideration of shares issued by Spanish companies regardless of the residency of the parties involved in the transaction, or of the jurisdiction where the shares are traded, provided that they comply with the following conditions: (i) the shares should be admitted to trading on a regulated market under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments (or in a foreign market declared equivalent by the European Commission), and (ii) the stock market capitalisation value of the company should exceed €1,000 million. The Spanish FTT will be payable on a monthly basis.

However, according to the Spanish FTT Law, the Spanish FTT should not affect transactions involving bonds or debt or analogous instruments and thus, it should not apply in relation to an issue of Notes under the Programme.

Italian financial transactions tax may apply to Notes linked to Reference Assets that are securities issued by Italian issuers

In addition to the risk factors set out above, the following risk factor also applies for Notes relating to Reference Assets (including through underlying a Reference Index) for which the reference jurisdiction is Italy.

A financial transaction tax (“**Italian FTT**”) has been introduced under Italian law (pursuant to Article 1, paragraphs 491-500, of Law 24 December 2012, no. 228, as implemented by Ministerial Decree issued on 21 February 2013 and amended by Ministerial Decree issued on 16 September 2013). The Italian FTT applies, inter alia, on cash settled derivatives (“**Italian FTT on Derivatives**”) executed or modified on or after 1 September 2013, both traded or not on Qualifying Markets (as defined below) and unlisted, whose underlying are mainly shares or participating financial instruments issued by Italian resident companies or the value shares issued by Italian resident companies. The condition is met when more than 50 per cent. of the equity portion of the underlying is represented by the market value of shares or participating financial instruments issued by Italian resident companies.

Accordingly, there is a risk that the Italian FTT on Derivatives could be triggered where the issuer of a Reference Asset or Reference Index, as applicable, relating to the Notes, where deemed to represent the underlying equity instruments or characterised as derivative instruments (the “**Affected Instruments**”), is an Italian resident or the issuer of a security underlying a Reference Index is an Italian resident. Residence and nationality of the Issuer and any holder of the Affected Instruments, and the place of execution of the Affected Instrument would be irrelevant as the application of the Italian FTT on Derivatives is exclusively dependent on the residence of the issuer of the underlying Reference Asset or of the securities underlying a Reference Index.

The Italian FTT on Derivatives applies at a fixed amount, due from both parties equally, as follows:

- Index-linked Affected Instruments where a security that forms part of the Reference Asset is issued by an Italian-resident company: from EUR0.01875 to EUR15, depending on the notional value of the contract;
- Equity-Linked Affected Instruments where an underlying Reference Asset is issued by an Italian resident company: from EUR0.125 to EUR100, depending on the notional value of the contract; and
- Affected Instruments linked to a basket of Reference Assets or Reference Indices, as applicable: from EUR0.25 to EUR200 depending on the notional value of the contract.

The above amounts are reduced by 80 per cent. where the transaction is implemented in a regulated market or in a multilateral trading facility. An investor in the Affected Instrument is subject to the risk that payments under the Affected Instruments will be adversely affected by this Italian transaction tax as these charges will be deducted from the Maturity Redemption Amount.

The issuance of financial instruments qualifying as transferable securities (“*valori mobiliari*”) according to article (1)(1-bis)(c) of Legislative Decree no. 58 of 24 February 1998, is exempt from Italian FTT on Derivatives. The Italian Ministry of Finance clarified that, following the issuance, if a number of intermediate transfers (e.g. intermediate transfers between financial intermediaries) are required before the initial placement of the Notes to the ultimate investors, said intermediate transfers are exempt from Italian FTT. However, Italian FTT will apply to the transactions following the initial placement. In the case of cash-settled transferable securities, the cash settlement of such transferable securities is a transaction outside the scope of Italian FTT on Derivatives.

Besides the Italian FTT on Derivatives, the Italian FTT also applies to transfers of certain shares and participating financial instruments issued by Italian resident companies and other instruments representing the latter (“**Italian FTT on Shares**”), both traded or not on Qualifying Markets (as defined below) and unlisted.

Italian FTT on Shares applies on transactions negotiated and settled as from 1 March 2013. Accordingly, there is a risk that the Italian FTT on Shares could be triggered where the Issuer and/or its affiliates choose to purchase Reference Assets or securities underlying the Reference Assets (where such Reference Asset is an equity index) to hedge their exposure under the Affected Instruments if such securities are shares and participating financial instruments issued by Italian resident companies and other instruments representing the latter and are not exempted from the Italian FTT requirement (“**in-scope securities**”). Residence and nationality of the parties to the transaction and the place of execution of the transaction would be irrelevant as the application of the Italian FTT on Shares is exclusively dependent on the residence of the issuer of the in-scope securities.

The Italian FTT on Shares would be applicable in the case in-scope securities are transferred to investors in Affected Instruments upon physical settlement of the relevant Affected Instruments.

The Italian FTT on Shares is to be levied at the following rates, which would be due from the Issuer and/or its Affiliates on acquisition of the shares:

- 0.1 per cent. of the acquisition price on transfers transacted on a Qualifying Market (as defined below); and
- 0.2 per cent. of the acquisition price otherwise.

For the purpose of the application of the lower rate, Qualifying Markets are deemed to be:

- (i) regulated markets or multilateral trading facilities pursuant to Article 4, paragraph 1, points 21 and 22 of Directive 2014/65/EU, as amended, of an EU Member State and of an EEA Member State which allows an adequate exchange of information with Italy (listed on the ESMA portal); or
- (ii) “*regulated markets and multilateral trading facilities in regular operation and authorized by a National Public Authority with State supervision, including those*” recognised by the Italian regulator Consob, established in an EU Member State or a state which allows for an adequate exchange of information with Italy.

Council Decision (EU) 2020/135 of 30 January 2020 approved the agreement on the withdrawal of the United Kingdom from the European Union. Pursuant to Article 127 of the withdrawal agreement EU law was applicable to and in the United Kingdom during a transitional period, which elapsed on 31 December 2020. The consequences of the withdrawal of the United Kingdom from the European Union on the Italian FTT are still unclear since there are no official guidelines from the Italian tax authorities or from the Ministry of Economics and Finance to date. However, it is reasonable to expect (though it is not officially confirmed) that regulated markets and multilateral trading facilities established in the United Kingdom should be considered as Qualifying Markets if they are “regulated markets and multilateral trading facilities in regular operation and authorized by a National Public Authority with State supervision” as per (ii) above, regardless of whether the United Kingdom is no longer part of the EU or the EEA.

Italian FTT on Derivatives and Italian FTT on Shares are required to be levied and subsequently paid to the Italian tax authority by financial intermediaries (e.g. banks, trusts and investment companies) or other subjects involved in the execution of the transaction). Where more intermediaries are involved in the execution of the transaction, Italian FTT on Derivatives and Italian FTT on Shares is payable by the subject who receives the order of execution directly from the ultimate purchaser or counterparty. Intermediaries and other non Italian resident subjects having no permanent establishment in Italy which are liable to collect and pay Italian FTT on Derivatives and Italian FTT on Shares to the Italian tax authority may appoint an Italian tax representative for the purposes of collecting and paying the Italian FTT on Derivatives and Italian FTT on Shares. If no intermediary or other subjects are involved in the transaction, Italian FTT on Derivatives and Italian FTT on Shares is directly paid by the ultimate purchaser or counterparty.

The Financial Institutions (Resolution) Ordinance may override the contractual terms of, and adversely affect, the Notes

On 7 July 2017, the Financial Institutions (Resolution) Ordinance (Cap. 628) of Hong Kong (the “**FIRO**”) came into operation. The FIRO provides for, among other things, the establishment of a resolution regime for authorized institutions and other within scope financial institutions in Hong Kong which may be designated by the relevant resolution authorities, which includes the Bank as the issuer of the Notes. The resolution regime seeks to provide the relevant resolution authorities with administrative powers to bring about timely and orderly resolution in order to stabilise and secure continuity for a failing authorized institution or within scope financial institution in Hong Kong. In particular, the relevant resolution authority is provided with powers to affect contractual and property rights as well as payments (including in respect of any priority of payment) that creditors would receive in resolution. These may include, but are not limited to, powers to cancel, write off, modify, convert or replace all or a part of the Notes or the principal amount of, or interest on, the Notes, and powers to amend or alter the contractual provisions of the Notes, all of which may adversely affect the value of the Notes, and the holders thereof may suffer a loss of some or all of their investment as a result. Holders of Notes (whether senior or subordinated) may become subject to and bound by the FIRO.

On 31 December 2020, the HKMA published (i) the Financial Institutions (Resolution) (Contractual Recognition of Suspension of Termination Rights – Banking Sector) Rules for consultation (the “**Draft Rules**”) and (ii) the conclusions to its January 2020 consultation paper on proposals for making rules relating to contractual stays on termination rights in financial contracts for authorized institutions under the FIRO. The consultation period for the Draft Rules ended on 31 January 2021. The Draft Rules are expected to come into operation shortly after the completion of the vetting process in 2021 by the Legislative Council of the Hong Kong SAR. Following a transitional period of 24 months from the date of the commencement of the Draft Rules for the earliest first phase compliance, entities subject to the Draft Rules are required to adopt appropriate provisions in certain financial contracts to the effect that the contractual parties agree to be bound by the temporary stay that may be imposed by the HKMA under the FIRO, which may in turn affect any in-scope financial contracts between a qualifying entity and its counterparty(ies).

As the implementation of FIRO remains untested and certain details relating to FIRO will be set out through secondary legislation and supporting rules, the Bank is unable to assess the full impact of FIRO, the Draft Rules, any potential secondary legislation and/or supporting rules and regulations made under FIRO on the financial system generally, the Bank’s counterparties, the Bank, any of its consolidated subsidiaries, its operations and/or its financial position.

4 Considerations relating to Notes denominated and/or settled in Renminbi

Notes denominated and/or settled in Renminbi (the “**RMB Notes**”) may be issued under the Programme. Prospective investors should carefully take into account the following considerations, in addition to the other information contained in this Offering Circular, before investing in the RMB Notes.

Renminbi is not freely convertible and there are significant restrictions on the remittance of Renminbi into or out of the PRC which may adversely affect the availability of Renminbi offshore

Renminbi is not freely convertible at present. The government of the PRC (the “**PRC Government**”) continues to regulate conversion between Renminbi and foreign currencies including Hong Kong dollar. However, there has been a significant reduction in control by the PRC Government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items. Remittance of Renminbi by foreign investors into and out of the PRC for the purposes of capital account items such as capital contributions, debt financing and securities investment, is generally only permitted on a case-by-case basis upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities and subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into and out of the PRC for settlement of capital account items are developing gradually.

Although starting from 1 October 2016, Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund, there is no assurance that the PRC Government will continue to liberalise control over cross border remittance of Renminbi in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. Notwithstanding the Renminbi internationalisation efforts in recent years, there can be no assurance that the PRC government will not impose interim or long-term restrictions on the cross-border remittance of Renminbi. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC, which may have a negative impact on the liquidity of the Notes and thus the value of the Notes. In addition, if Renminbi outside the PRC is unavailable, this will have an impact on the ability of the Issuer to source Renminbi to finance its obligations under RMB Notes.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the RMB Notes and the Issuer’s ability to source Renminbi outside the PRC to service such RMB Notes

As a result of the restrictions imposed by the PRC Government on cross border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. The People’s Bank of China (“**PBoC**”) has established a Renminbi clearing and settlement mechanism for participating banks in various jurisdictions and entered into settlement agreements with certain financial institutions to act as Renminbi clearing banks (each a “**RMB Clearing Bank**”).

However, the current size of Renminbi-denominated financial assets outside the PRC is limited. Renminbi business participating banks do not have direct Renminbi liquidity support from the PBoC. RMB Clearing Bank only has access to onshore liquidity support from the PBoC for the purpose of squaring open positions of participating banks for limited types of transactions, including open positions resulting from conversion services for corporations relating to cross border trade settlement. The relevant RMB Clearing Bank is not obliged to square for participating banks any open positions as a result of other foreign exchange transactions or conversion services and the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the settlement agreements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of the RMB Notes. To the extent the Issuer is required to source Renminbi outside the PRC to service the RMB Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all.

Investment in the RMB Notes is subject to exchange rate risks

The value of Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions and by many other factors. All payments of interest and principal with respect to the RMB Notes will be made in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments in U.S. dollar or other applicable foreign currency terms may vary with the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of investment in U.S. dollar or other applicable foreign currency terms will decline.

Offshore RMB represents a market which is different from that of RMB deliverable in the PRC. The exchange rate of Offshore RMB against the U.S. dollar, Hong Kong dollar or other foreign currencies may be different from the exchange rate of RMB deliverable in the PRC against such currencies. Apart from its own supply and demand, the Offshore RMB exchange rate may be influenced by the onshore exchange rate (which currently trades within a band set by authorities in the onshore interbank market), and the two rates may converge with or diverge from each other.

The value of Renminbi against other foreign currencies is susceptible to PRC internal and external factors. In 2015, the PBoC implemented changes to the way it calculates the Renminbi's daily mid-point against the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments will be made in Renminbi with respect to RMB Notes unless otherwise specified. Further liberalisation (if any) of foreign exchange control in the PRC and further progress on RMB internationalisation may or may not occur, and even if it does occur, it may or may not influence the Offshore RMB exchange rate. Should the prevailing Offshore RMB exchange rate fluctuate as a result, the value of the RMB Notes may fluctuate as well.

An investment in RMB Notes is subject to interest rate risks

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility and, as a result, the value of the Notes may fluctuate as well. In addition, the interest rate for Offshore RMB may deviate from the interest rate for Onshore RMB as a result of foreign exchange controls imposed by PRC law and regulations as well as prevailing market conditions. The RMB Notes may carry a fixed interest rate or have a resettable interest rate. Consequently, the trading price of the RMB Notes will vary with the fluctuations in interest rates. If a holder of RMB Notes tries to sell any RMB Notes before their maturity, they may receive an offer that is less than the amount invested.

Payments in respect of the RMB Notes will only be made to investors in the manner specified in the terms and conditions of the relevant Notes

Investors may be required to provide certification and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in the relevant offshore Renminbi settlement centre. Except in the limited circumstances stipulated in Condition 8.5, all payments to investors in respect of the RMB Notes will be made solely (i) for so long as the RMB Notes are represented by Global Notes held with the common depository for Euroclear, Clearstream, Luxembourg, the CMU Service or any alternative clearing system, by transfer to a Renminbi bank account maintained in the relevant offshore Renminbi settlement centre in accordance with prevailing Euroclear and/or Clearstream, Luxembourg and/or the CMU Service rules and procedures, or (ii) for so long as the RMB Notes are in definitive form, by transfer to a Renminbi bank account maintained in the relevant offshore Renminbi settlement centre in accordance with prevailing rules and regulations. Other than described in the Terms and Conditions of the Notes, the Issuer cannot be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

If the Settlement Currency for the Notes is Offshore RMB and “Payment of Alternative Payment Currency Equivalent” is specified as applicable in the relevant Pricing Supplement, an investor is subject to the risk that payments in respect of such Notes will be made in the Alternative Payment Currency specified in the relevant Pricing Supplement instead of Offshore RMB. To the extent the Issuer is not able, or it is impracticable for it, to satisfy its obligation to make payments in respect of the Notes when due, the Issuer will be entitled to settle any such payment in the Alternative Payment Currency specified in the relevant Pricing Supplement on the due date at the Alternative Payment Currency Equivalent (as defined in the Terms and Conditions of the Notes) of any such payments and/or any other amounts due. In this case, the investment considerations in the section entitled “*Considerations relating to issue of all Notes — Exchange rate risks and exchange control risks*” would apply as if the Alternative Payment Currency were the Settlement Currency.

Investors in the Notes should be aware that all Offshore RMB payments under the Notes will be made solely by credit to Renminbi bank accounts maintained at banks in the relevant Offshore RMB Centre as specified in the relevant Pricing Supplement in accordance with the law and applicable regulations and guidelines issued by the relevant authorities in the relevant Offshore RMB Centre as specified in the relevant Pricing Supplement.

The RMB Notes may be subject to Inconvertibility, Non-transferability or Illiquidity

The RMB Notes may provide that, if Renminbi is not available at or about the time when a payment is due to be made under the RMB Notes or it is impracticable for the Issuer to satisfy its obligations to pay any amounts due under the RMB Notes because of Inconvertibility, Non-transferability or Illiquidity (each as defined in the Terms and Conditions of the Notes) the Issuer shall be entitled to settle payments in an Alternative Payment Currency (as specified in the relevant Pricing Supplement). These circumstances could include the imposition of exchange controls or a disruption in the currency market which prevents the Issuer from obtaining Renminbi. In this case, the investment considerations in the section entitled “*Considerations relating to issue of all Notes — Exchange rate risks and exchange control risks*” would apply as if the Alternative Payment Currency were the Settlement Currency.

Gains on the transfer of the RMB Notes may become subject to income taxes under PRC tax laws

Under the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and the relevant implementation rules, as amended from time to time, any gain realised on the transfer of RMB Notes by non-PRC resident enterprise or individual holders may be subject to PRC enterprise income tax (“EIT”) or PRC individual income tax (“IIT”) if such gain is regarded as income derived from sources within the PRC. While the PRC Enterprise Income Tax Law levies EIT at the rate of 20 per cent. of the gains derived by such non-PRC resident enterprise Noteholders from the transfer of the Notes, its implementation rules have reduced the EIT rate to 10 per cent. In accordance with the PRC Individual Income Tax Law and its implementation rules (as amended from time to time), any gain realised by a non-PRC resident individual Noteholder from the transfer of the Notes may be regarded as being sourced from the PRC and thus be subject to IIT at a rate of 20 per cent. of the gains derived by such non-PRC resident individual Noteholder from the transfer of the Notes. However, there remains uncertainty as to whether the gain realised from the

transfer of the RMB Notes would be treated as income derived from sources within the PRC and be subject to PRC tax. This will depend on how the PRC tax authorities interpret, apply or enforce the PRC Enterprise Income Tax Law, the PRC Individual Income Tax Law and their respective implementation rules. If such gains are determined as income sourced in the PRC by the relevant PRC tax authorities, (i) the non-PRC resident enterprise Noteholders may be subject to EIT at the rate of 10 per cent. of the gains derived by such non-PRC resident enterprise Noteholders and (ii) the non-PRC resident individual Noteholders may be subject to IIT at the rate of 20 per cent. of the gains derived by such non-PRC resident individual Noteholders, unless there is an applicable tax treaty between PRC and the jurisdiction in which such non-PRC resident enterprise or individual resident holders of RMB Notes reside that reduces or exempts the relevant EIT or IIT), in which case the value of their investment in RMB Notes may be materially and adversely affected.

5 Considerations relating to Emerging Markets

Specific risks relating to Notes linked to Reference Asset(s) or Reference Asset Component(s) located in emerging market(s)

Notes issued may relate to Reference Asset(s) or Reference Asset Component(s) which are located in emerging market(s) and/or may be denominated and/or settled in an emerging market currency. Investors in such Notes should be aware that these markets are subject to greater risks than well-developed markets. The value or level of the Reference Asset(s) or Reference Asset Component(s) which are linked to an emerging market country and/or exchange rates in relation to the emerging market currency in which the Notes are denominated and/or to be settled may therefore be volatile and investment in such Notes will involve additional risks and special considerations not typically associated with investing in Notes which are linked to other more established economies.

The Issuer considers the following risks to be material:

(a) Settlement procedures

Many emerging market countries have only recently developed organised securities markets, and the institutions on which they depend, with the result that the procedures for settlements, clearing and registration of securities transactions can give rise to technical and practical problems. In addition, since most emerging markets have civil law systems, which do not recognise a distinction between legal and beneficial ownership, it is not usually possible to use nominees (which may affect how interests in the Reference Asset(s) or Reference Asset Component(s) are held) and the provision of custody services is a relatively novel practice in most emerging markets, and the controls put in place in more mature markets may not be available. Inefficient systems may result in delayed payments on the Reference Asset(s) or Reference Asset Component(s), which may in turn delay payments under the Notes.

(b) Exchange controls and repatriation of profits

Certain emerging market countries may operate exchange controls affecting the transfer of money in and out of the country and the convertibility of the local currency. Some countries also impose restrictions on the ability of foreign investors to repatriate profits or the proceeds of sale of their investments without an official permit. In some cases the currency is non-convertible although many currencies are “**semi-convertible**”. An investor in the Notes where the underlying Reference Asset(s) or Reference Asset Component(s) are linked to an emerging market country or in Notes which are denominated and/or settling in an emerging market currency are subject to the risk that, if such emerging market currency ceases to be convertible into the Settlement Currency or becomes only semi-convertible, then the Notes may return less on exercise, or expiry or maturity (respectively) than the amount invested or nothing. This includes circumstances where “**Payment of Alternative Payment Currency Equivalent**” is specified as applicable in the relevant Pricing Supplement, and the Issuer elects to settle the Notes in the Alternative Payment Currency, the disruption to convertibility may affect the exchange rate at which the Settlement Currency may be converted into the such Alternative Payment Currency.

Moreover the value of investments in the underlying Reference Asset(s) or Reference Asset Component(s) can fluctuate significantly due to volatile exchange rates and high inflation. Emerging markets may experience higher volatility in their foreign exchange rate movements than other countries, and changes in the foreign exchange rates may have a negative impact on issuers of Reference Asset(s) and Reference Asset Component(s) whose businesses are heavily reliant on exports and, as a consequence, the general economic conditions in emerging market countries which are heavily reliant on exports. The risk for an investor in the Notes is that the price of the Notes might be more volatile (as the amounts payable under the Notes are linked to the value of the Reference Asset or Reference Asset Component) or that issuers of the underlying Reference Assets or Reference Asset Components or constituent securities of a Reference Asset (where such Reference Asset is an equity index) will not perform at an expected level, which may cause payments due under the Notes to be lower than expected.

(c) Disclosure and information

The level of disclosure of information relating to a company's business and ownership to shareholders, and to the stock exchange on which its shares are listed, is much less extensive in most emerging markets than in more sophisticated markets. Although many emerging markets now have insider dealing laws, it cannot be assumed that the regulatory authorities have both the ability and the will to enforce the legislation rigorously. Similarly, although money laundering regulations have been introduced in some jurisdictions, their practical effect has yet to be assessed.

Accordingly, an investor in Notes linked to an emerging market country are subject to the risk that information available on the Reference Assets and Reference Asset Components which might form the basis of its investment decision in respect of the Notes may be of poorer quality than that available on Reference Assets and Reference Asset Components linked to well-developed markets and investors may not receive relevant information relating to the Reference Assets and Reference Asset Components at the same time as other market participants, which may cause price volatility and the market price of the Notes may drop at a later point in time once all relevant information becomes available.

(d) Market liquidity and volatility

The stock exchanges of emerging market countries are generally much smaller (in terms of market capitalisation, turnover, and number of stocks traded) and are still in a premature stage when compared to the well-developed markets. The likelihood of exchange or market disruption e.g. temporary exchange closures, broker defaults, settlement delays and broker strikes and disputes among listed companies, the stock exchanges and other regulatory bodies, could be higher than the well-developed markets. These disruptions could have an adverse effect on the overall market sentiment and on the value of the Reference Asset(s) or Reference Asset Component(s). The capital market of emerging market countries could be heavily influenced by government policies and a limited number of major stakeholders. The governing bodies could from time to time impose restrictions on trading in certain securities, limitations on price movements and margin requirements. Such events in turn may affect overall market sentiment and lead to fluctuations in the market prices of the Reference Asset(s), thus adversely affecting the value of the Notes.

Therefore, there is a risk that the trading price of such Notes may be more volatile and that value of the underlying Reference Asset(s) or Reference Asset Component(s) may be adversely affected (following which, amounts payable under the Notes would be adversely affected as a consequence).

(e) Accounting standards

In some emerging market countries, accounting standards and practices vary significantly from internationally accepted standards. It is therefore difficult in such jurisdictions to obtain reliable historic financial information on Reference Asset(s) and Reference Asset Component(s) which may underlie the Notes even where accountancy laws have been reformed to bring them into line with international standards (a problem which hyper-inflation has exacerbated in some markets).

Great care must therefore be taken to assess asset and business valuations. Entities in emerging market countries may not generally be subject to uniform accounting, auditing and financial reporting standards and auditing practices and requirements may not be comparable to those applicable to obligors located in developed countries.

(f) *Political risks*

The pace of political and social change will be more rapid than in well-developed markets. This is a common feature of emerging market countries and is often related to the transition from a centrally planned economy to a modern market economy. Far-reaching legal and political reforms have inevitably resulted in new constitutional and social tensions, and the possibility of continuing instability and even a reaction against market reforms cannot be discounted. Such instability may discourage investors from investing in the particular emerging market, which could reduce the market value of the underlying Reference Asset(s) or Reference Asset Component(s) and/or adversely impact exchange rates in relation to the relevant emerging market currency and therefore reduce the market value of the Notes any amounts payable thereunder.

The unique political and diplomatic status of each emerging market relative to other countries may also make the equities and debt markets in such emerging markets more volatile and more price sensitive to global or regional economic and political developments than other markets. Such increased price volatility could lead to the Notes' trading price (during the life of the Notes) or the relevant amount payable thereunder being lower than expected.

There is particular risk that policies in emerging markets encouraging foreign investment may be abandoned or reversed. Restrictions imposed on foreign investment or restrictions which concern the repatriation of capital invested in emerging markets may increase the transaction costs payable by the Issuer and/or its affiliates which, as such costs are passed to the investor, may thereby decrease the payments due under the Notes, or entitle the Issuer to terminate the Notes early. On a political level, such restrictions could lead to renationalisation of privatised industries and expropriation of private property without compensation which may have a negative effect on the financial position of the issuers of the Reference Asset(s) or the Reference Asset Component(s).

(g) *Currency exchange rate fluctuations*

The rapid pace of political and social change in emerging market countries increases the likelihood that currency exchange risks will eventuate where the Reference Asset(s) or Reference Asset Component(s) are located in emerging market(s). Currency exchange risks are also described in detail above in the section entitled "*Considerations relating to all issues of Notes — Exchange rate risks and exchange control risks*".

(h) *Economic risks*

The economies of individual emerging market countries may differ favourably or unfavourably from the economies of developed countries in such respects as growth of gross domestic product, rate of inflation, volatility of currency exchange rates, depreciation, capital reinvestment, resource self-sufficiency and the balance of payments position. In the past, a number of emerging market countries' markets have experienced significant adverse economic developments, including substantial depreciation in currency exchange rates against major currencies, increased interest rates and inflation, reduced economic growth rates, increases in foreign currency debts, corporate bankruptcies, declines in market values of listed shares and government imposed austerity measures. All of these economic factors may adversely affect the value and performance of Reference Asset(s) or Reference Asset Component(s) and therefore the value of the Notes.

(i) *Restrictions and controls*

Notes may be subject to risk that restrictions and controls on the Reference Asset(s) or Reference Asset Component(s) are imposed by governments, governmental or regulatory bodies, regulators or exchanges of emerging markets jurisdictions. As a result of such restrictions and controls, potential delays might occur in respect of payments due under the Notes linked to such Reference Asset(s) or

even that funds may not be payable under the Notes on settlement following the exercise, sale, redemption or termination of the Notes. Also, taxes and charges levied in respect of buying and selling equity or debt securities relating to such restrictions and controls may be deducted from amounts payable under the Notes.

(j) *Legal and Regulatory framework*

The sophisticated legal and regulatory systems necessary for the proper and efficient functioning of modern capital markets may yet to have been developed in some emerging market countries. A high degree of legal uncertainty may therefore exist as to the nature and extent of investors' rights and the ability to enforce those rights in the courts. Many advanced legal concepts which now form significant elements of mature legal systems are not yet in place or if they are in place, have yet to be tested in the courts. It is difficult to predict with any degree of certainty the outcome of judicial proceedings (often because the judges themselves have little or no experience of complex business transactions), or even the quantum of damages which may be awarded following a successful claim. It may also be difficult to obtain and enforce a judgment relating to emerging markets debt in the jurisdiction in which the majority of the assets of an obligor is located.

Specific risks relating to Notes settling in emerging markets currencies

Notes issued under the Programme may be denominated and/or settled in an emerging market currency. Investors in such Notes should be aware that these markets are subject to greater risks than well developed markets. Investment in the Notes will involve additional risks and special considerations not typically associated with investing in Notes which are settled in more conventional currencies such as Euro or U.S. dollar.

6 Considerations relating to Equity-Linked Notes and Index-Linked Notes

No investigation has been made of the financial condition or creditworthiness of any issuer of any Reference Asset(s) or Reference Asset Component(s)

No investigation has been made of the financial condition or creditworthiness of any issuer of any Reference Asset(s) or Reference Asset Component(s) in connection with the issue of any Equity/Index-Linked Notes. Investors in the Equity/Index-Linked Notes should obtain and evaluate the same information concerning the Reference Asset(s), each Reference Asset Component and each such issuer as they would if they were investing directly in the Reference Asset(s) or Reference Asset Component(s). In addition, investors should understand that the historical performance of the Reference Asset(s) or any Reference Asset Component should not be viewed as predictive of future results.

Actions or omissions of the issuer of the securities, the sponsor of an index or other

In certain circumstances, the actions or omissions of the issuer of securities to which the Equity/Index-Linked Notes relate or for which the Equity/Index-Linked Notes are exchangeable, the sponsor of an index to which Equity/Index-Linked Notes are linked or others outside the control of the Issuer, may adversely affect the rights of the Noteholders and/or the value of the Equity/Index-Linked Notes, including actions that may give rise to an adjustment to, or early redemption or termination (as applicable) of, the Equity/Index-Linked Notes.

Disrupted Day

Investors in the Equity-Linked Notes and Index-Linked Notes are subject to the risk that a Disrupted Day may occur in relation to a Reference Asset or Reference Asset Component. A Disrupted Day may occur in respect of Notes if, as determined by the Calculation Agent: a stock exchange or related stock exchange fails to open for trading during its regular trading session; or on which a Market Disruption Event has occurred; or if an index sponsor fails to publish the level of an index.

If the Calculation Agent determines that a Disrupted Day has occurred, the Calculation Agent may postpone the Valuation Date to a later date which is not a Disrupted Day, provided that the Valuation Date will not be postponed beyond the number of days as may be specified in the Pricing Supplement. If the Calculation Agent postpones the Valuation Date the due dates for any payments or delivery in respect of the Notes may also be postponed.

Market Disruption Events

Investors in the Equity/Index-Linked Notes are subject to the risk that a Market Disruption Event will occur in relation to a Reference Asset or Reference Asset Component. A Market Disruption Event may occur in respect of Notes if, as determined by the Calculation Agent: a related stock exchange closes early without notice; limitations are imposed on trading; trading is suspended; or market participants are prevented from obtaining valuations or effecting transactions.

If the Calculation Agent determines that a Market Disruption Event has occurred, any consequential postponement of or adjustment of valuation provided in any Notes may have an adverse effect on the value of such Notes. The closing level or value of the Reference Asset or Reference Asset Component may be calculated by reference to the remaining securities comprised in the relevant Reference Asset or Reference Asset Component.

Additional Disruption Events

Investors should note that Additional Disruption Events may occur in relation to the relevant Notes in certain circumstances described in the Terms and Conditions of the Notes. If any Additional Disruption Event occurs in relation to the relevant Notes, the Issuer may, at its sole and absolute discretion determine whether or not the Notes should continue and, if so, determine any adjustments to be made, or the Calculation Agent may designate an early redemption date in respect of the Notes and the Noteholders will receive an “**Early Termination Settlement Amount**” based on the determinations made by the Calculation Agent of what is fair in the circumstances by way of compensation.

The following Additional Disruption Events may be specified to be applicable in the relevant Pricing Supplement:

- “**Change in Law**” may occur where the Issuer determines it will or has become illegal for it to hedge its obligations under the Notes or where the Issuer or its designated affiliates would incur materially increased costs in performing its obligations under the Notes, each due to a change in law;
- “**Failure to Deliver**” may occur if illiquidity in the market of relevant Securities due to be delivered in respect of the Notes results in such Securities being unable to be delivered;
- “**Hedging Disruption**” may occur if the Issuer or its affiliates become unable to hedge or realise, recover or remit the proceeds of a hedge relating to the Notes; and
- “**Increased Cost of Hedging**” may occur where the Issuer would incur a materially increased cost, other than as a consequence of deterioration in its own creditworthiness, in hedging its obligations under the Notes.

Upon the occurrence of such an early redemption prior to the originally scheduled maturity date of the relevant Notes, Noteholders may suffer a loss of some or of all of their investment and will forego any future performance in the relevant Reference Asset that may occur following such redemption or termination.

7 Specific investment considerations relating to Index-Linked Notes

Successor Index, Index Modification, Index Calculation

In certain circumstances, certain adjustments may be made to an index or indices to which Notes are linked (a “**Reference Index**”), which may result in a loss to the Noteholders. The Issuer considers the following to be material risks of adjustment:

- (i) on any Valuation Date the relevant sponsor fails to calculate and announce a relevant Reference Index;
- (ii) the modification of the relevant Reference Index by the relevant Sponsor which may have a material effect on the Notes; or
- (iii) the cancellation of the relevant Reference Index by the relevant Sponsor,

which may result in either (A) the redemption or termination of the relevant Notes upon payment to the holders thereof such an amount as in the opinion of the Calculation Agent is fair in the circumstances, which may result in a loss to such holders or (B) the continuation of the Notes, in which case the relevant level of the Reference Index will be determined by the Calculation Agent in its sole and absolute discretion.

As a result of any such replacement, modification or cancellation, Noteholders may suffer a loss of some or all of their investment and may forego any gain as a result of future performance in the relevant Reference Index.

Calculation of indices managed by the Issuer or an entity in HSBC Group/the Issuer or an entity in HSBC Group as index sponsor

With respect to Notes which are linked to one or more Reference Indices managed by the Issuer or an entity within the HSBC Group, investors should understand that, although the Issuer or an entity in the HSBC Group is the *sponsor* of such Reference Indices managed by the Issuer or an entity in the HSBC Group (as relevant), such Reference Indices are calculated independently and the Issuer or the entity in the HSBC Group (as relevant) as *sponsor* will make determinations of the level of the Reference Indices managed by the Issuer or an entity in the HSBC Group, and of any adjustments that need to be made to the Reference Indices managed by the Issuer or an entity in the HSBC Group, without considering the interests of investors in the Notes.

Reference Indices which are managed by the Issuer or an entity in the HSBC Group may have an index sponsor and/or an index calculation agent which is the same entity as the Issuer or an entity within the HSBC Group. The role of the Issuer as index sponsor and index calculation agent may be performed by different divisions of the Issuer. The roles of these various divisions within the Issuer may give rise to various potential and actual conflicts of interest. In its capacity as either the index sponsor or index calculation agent, the Issuer does not act as fiduciary for or an advisor to the Noteholder in respect of any determination or judgment or otherwise. Also, in its capacity as index sponsor or index calculation agent, the Issuer or an entity in the HSBC Group may have economic interests adverse to those of the Noteholders, including with respect to certain determinations and judgments that the index sponsor and/or index calculation agent may be required to make pursuant to the terms of the Reference Index, any of which may affect payments in respect of the Notes. The Issuer or an entity in the HSBC Group may act in its own interests in such capacities and need not have regard to the interests of the Noteholders.

Where Reference Indices are calculated by a third party calculation agent as defined in the relevant index rules or summary thereof, the index sponsor may not have responsibility for the calculation of the Reference Indices and does not guarantee or represent or warrant the accuracy or completeness of the Reference Indices or the data comprised therein.

8 Specific investment considerations relating to Equity-Linked Notes

Extraordinary Events

There is a risk in respect of Equity-Linked Notes that certain Extraordinary Events may occur in respect of Reference Asset(s) (such as a merger, a tender offer or exchange offer, delisting, nationalisation or transfer to a governmental agency or the insolvency or bankruptcy of the issuer of the Reference Asset(s)). If such event has occurred, the Calculation Agent may take certain actions, such as adjusting certain Terms and Conditions of the Notes or redeeming the Notes.

Upon the occurrence of such an early redemption of the relevant Equity/Index-Linked Notes, the holders thereof may suffer a loss of some or of all of their investment and will forego any future performance in the relevant Reference Asset(s) that may occur following such redemption or termination.

Potential Adjustment Events

Investors in Equity-Linked Notes are subject to the risk that certain circumstances in respect of Reference Asset(s) occur (such as a subdivision, consolidation or reclassification of securities, a distribution of dividends or extraordinary dividend, a call or repurchase by the underlying company of the Reference Asset(s) or any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Reference Asset(s)). If the Calculation Agent determines that such circumstances have occurred, the Calculation Agent may (but is not obliged to) make a corresponding adjustment(s) as it in its sole and absolute discretion determines to be appropriate, to the number of Reference Asset(s) to which each Equity-Linked Note relates, the formula for redemption and to any other settlement, payment or other term of the relevant Equity-Linked Notes to account for that diluting or concentrative effect, and determine the effective date(s) of such adjustment(s). Such adjustments may adversely affect the value of the relevant Equity-Linked Notes and/or any amount payable on redemption or termination of the Notes and the holders thereof may suffer a loss of some or all of their investment as a result. The Calculation Agent may also determine that the relevant Notes shall be terminated upon payment to the holders thereof such an amount as in the opinion of the Calculation Agent is fair in the circumstances, which may result in a loss to such holders.

Specific investment considerations relating to Equity-Linked Notes where Securities are Units in a Fund

In respect of Equity-Linked Notes where the Reference Asset(s) are Units in a Fund, one of the following events may occur (amongst other things):

- (i) the Fund is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation;
- (ii) breach by the relevant Fund of any applicable leverage restriction or any contractual restriction binding on or affecting the Fund or any of its assets;
- (iii) resignation, termination or replacement of the Trustee, the Manager, the Supervisory Committee or the Promoter (as defined in the Fund Documents);
- (iv) any change or modification of the Fund Documents that could reasonably be expected to affect the value of the Units or the rights or remedies of any holders thereof from those prevailing on the Issue Date;
- (v) any breach of any strategy or investment guidelines stated in the Fund Documents that is reasonably likely to affect the value of the Units or the rights or remedies of any holders thereof;
- (vi) the Issuer, or any of its affiliates, is unable, or it is impractical for it, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to the Units of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction or asset;
- (vii) cancellation, suspension or revocation of the registration or approval of the Units or the Fund by any governmental, legal or regulatory entity with authority over the Units or the Fund;

- (viii) any change in the legal, tax, accounting or regulatory treatments of the Fund, its Manager, Trustee or Promoter that is reasonably likely to have an adverse impact on the value of the Units or on any investor therein;
- (ix) the relevant Fund or any of its Manager, Trustee or Promoter becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged breach of applicable law for any activities relating to or resulting from the operation of the Fund;
- (x) the occurrence of any event affecting the Units that, in the determination of the Calculation Agent, would make it impossible or impracticable to determine the value of the Units, and such event continues for the foreseeable future;
- (xi) any failure of the Fund to deliver, or cause to be delivered relevant information it has agreed to deliver or has previously delivered, or such information deemed necessary by the Calculation Agent to monitor the Fund's compliance with investment policies;
- (xii) on or after the trade date of the Notes, due to a change in any applicable law or regulation, or interpretation by any relevant court, tribunal or regulatory authority, the Calculation Agent determines in good faith that (A) it has become illegal to hold, acquire or dispose of Units relating to the Notes, or (B) it will incur a materially increased cost in performing its obligations under the Notes;
- (xiii) the Issuer would incur a materially increased cost in respect of any hedges deemed necessary to hedge the price risk relating to the Units of entering into and performing its obligations with respect to the Notes; or
- (xiv) (A) cancellation or cessation of any relevant index in respect of which any investment made by the Fund is based upon, (B) a material change in the formula for or the method of calculating or any other material modification to any such index, (C) the relevant sponsor of such index fails to calculate and announce such index, or (D) the cancellation or cessation of the licence agreement with the index sponsor.

Following the occurrence of such event, the Calculation Agent may make certain adjustments or substitutions for the Affected Units as the Calculation Agent may determine in its sole and absolute discretion, or the Calculation Agent may determine in its sole and absolute discretion that the relevant Notes shall be terminated upon payment to the holders thereof such an amount as in the opinion of the Calculation Agent is fair in the circumstances, each of which may result in a loss to such holders.

Tax and Currency Risk

The tax status of Funds in those jurisdictions in which they conduct their business and/or any change in taxation rules or treatment in such jurisdictions could affect the value of the assets of such Funds or the ability of Funds to achieve their investment objectives. Consequently this could adversely affect the value of the Notes linked to such Funds. In addition, remittance of income and capital gains generated by underlying investments of Funds in certain countries may be dependent on there being liquidity in the relevant local currency and the absence of foreign exchange controls which inhibit or prevent the repatriation of such gains. In any such circumstances, the value of the notional shares of Funds may be adversely affected and as a result the relevant Funds and the value of the Notes may be adversely affected.

Class of Investments

Prospective purchasers or investors should note that Funds may have legal or other discretions in relation to their investments and no assurance can be given that the exercise of such discretions will achieve the investment objectives of such Funds. Therefore, there is a risk that return on an investment in Funds may not be achieved. This would have an adverse effect on the value of the Notes and any amounts payable thereunder.

Investment Risk

There can be no assurance that any Fund will achieve its investment objectives. The investment income of each Fund is based on the income earned on the securities it holds, less expenses incurred. Therefore, the Funds' investment income may be expected to fluctuate in response to changes in such expenses or income and this may have an adverse effect on the value of the Notes and any amounts payable thereunder.

High yield

Some Funds may invest in high yield securities. High yield securities are typically medium or lower rated securities and are sometimes referred to as "junk bonds". Such securities are more likely to react to developments affecting market and credit risk than are more highly rated securities, which primarily react to movements in the general level of interest rates. The risk of loss due to default by issuers of high yield securities is significantly greater because lower rated and unrated securities of comparable quality generally are unsecured and frequently are subordinated to the prior payment of senior indebtedness. In addition, Funds which invest in such securities may find it more difficult to sell high yield securities or may be able to sell the securities only at prices lower than if such securities were widely traded. Furthermore, such Funds may experience difficulty in valuing certain securities at certain times. Prices realised upon the sale of such lower rated (or unrated) securities, under these circumstances, may be less than the prices used in calculating the value of such Funds. All such risks could adversely affect the value of Notes linked to Funds which invest in high yield securities.

Provision of information

None of the Issuer or any of its affiliates is under any obligation to provide information in respect of any Fund underlying the Notes (including any information relating to the creditworthiness of such Funds) or monitor whether or not any event or circumstance in respect of any Funds underlying the Notes has occurred. The Issuer may have acquired, or during the term of the Notes may acquire, non-public information with respect to one or more Funds. The Issuer is not under any obligation to make such information available to holders of such Notes. Therefore, an investor in the Notes should obtain and evaluate information concerning the relevant Funds as it would if it were investing directly in such Funds.

Additional investment considerations and risk factors set out in the offering documents relating to funds

Investors in Notes which are linked to Units of funds (including, but not limited to, exchange-traded funds) should note that there may be particular investment considerations and risk factors set out in the offering documentation relating to such funds and are advised to read and consider such offering documentation in making an investment decision to invest in such Notes. Such information is not incorporated by reference and does not form part of this Offering Circular.

9 Considerations relating to Interest Rate-Linked Notes

The Issuer may issue Interest Rate-Linked Notes pursuant to the terms and condition to be set out in the relevant Pricing Supplement.

Volatility

Interest rates and inflation may be volatile and unpredictable. Investors should be aware of the possibility of significant changes in interest rates and inflation resulting in a decrease in the value of interest payments and/or the principal payable on the Notes at redemption. As a consequence the market value of the Notes may also fall.

Interest income risk

In relation to certain types of Interest Rate-Linked Notes, interest only accrues on days on which the interest related Reference Asset fixes within a predetermined range set out in the Pricing Supplement. If the interest related Reference Asset does not fix within such range on one or more days during the term of the Notes, then the return on the Notes may be lower than traditional fixed rate securities, or even zero. Holders should note that no interest accrues on days when the interest related Reference Asset fixes outside of the range.

10 Considerations relating to Equity-Linked Notes where Reference Assets are units in synthetic exchange-traded funds

Equity-Linked Notes may link to Reference Assets which are units in synthetic exchange-traded funds (“ETFs”). Typically, synthetic ETFs follow a strategy of investing in swaps and derivative instruments with an aim to replicate the performance of an underlying index or benchmark. Investors investing in Notes linked to synthetic ETFs should consider the following risks.

(a) Counterparty risk

In addition to exposure to the Issuer’s credit risk and the credit risk in respect of the underlying ETF, prospective investors are also exposed to the credit risk of counterparties which have issued the swaps or derivative instruments that underlie synthetic ETFs (“**Derivatives Issuers**”). In addition, investors should be aware that as Derivatives Issuers are predominantly international financial institutions there is a risk that the failure of one Derivatives Issuer could have a “knock-on” effect and lead to the insolvency of other Derivatives Issuers. Although Derivatives Issuers may have collateralised their obligations under the relevant derivative instruments, there is a residual risk that the market value of the collateral posted could have fallen substantially when the synthetic ETFs seeks to realise the collateral and could worth less than the outstanding obligations under the relevant derivative instruments. In such case, the Noteholders may suffer loss of their investment in the Notes for the amount of the shortfall between the value of the collateral and the amounts due under the Notes linked to such synthetic ETFs.

(b) Management risk

Synthetic ETFs are managed in a “**passive**” manner. This means that investments are made in swap and derivative instruments relating to underlying indices or benchmarks without the possibility to acquire or dispose of assets on an active basis in accordance with economic, financial and market analysis and investment judgements made by the fund’s investment adviser. Accordingly, there is a risk that the passive investment strategy of such fund’s investment adviser may not produce the intended results. For instance, the synthetic ETF may not be able to reduce the downside of poorly performing investments through timely disposition of assets in the portfolio. This may have an adverse effect on the value of synthetic ETF and therefore on the Notes linked to such synthetic ETFs.

(c) Liquidity risk

There is a risk that synthetic ETFs are not liquid or not as liquid as other ETFs. This is because swaps and derivative instruments may not be traded on the secondary market. As a consequence of the limited liquidity wider bid-offer spreads may apply to such derivative instruments and this may result in increased operating costs and potential losses for the synthetic ETFs and accordingly the value of the Notes linked to such synthetic ETFs will be adversely affected.

(d) Tracking error

Although synthetic ETFs track the underlying index or benchmark, there is a risk that discrepancy occurs between the value of the synthetic ETF and the value of the underlying index or benchmark to which the synthetic ETF is linked. This could be the results of a failure of the tracking strategy of the synthetic ETF, currency differences between the ETF and the underlying index or benchmark, fees and expenses charged in connection with the synthetic ETF.

(e) Trading at a discount or a premium

There is a risk that synthetic ETFs are traded at a premium or discount of their net asset value. This may occur if the underlying index or benchmark is subject to restrictions or limitation for instance a limitation on foreign investment imposed in the jurisdiction to which the index or benchmark relates. Investors that acquire Notes linked to a synthetic ETF at a premium are subject to the risk that they may not be able to recover the premium in the event of termination of underlying ETFs or the Notes.

11 Considerations relating to Dual Currency Notes

Volatility of exchange rates

Exchange rates can be volatile and unpredictable. Investors should be aware of the possibility of significant changes in rates of exchange between the Settlement Currency and Reference Currencies, the Denomination Currency and the Settlement Currency and the Settlement Currency and Alternative Payment Currency (as applicable) may result in a decrease in the value of interest payments and/or the principal payable on the Notes at maturity or early redemption. As a consequence, the market value of the Notes may also fall.

FX Disruption Event

Investors in the Notes should be aware that, following the occurrence of an FX Disruption Event, the Calculation Agent may delay the determination of the Underlying Currency Pair Exchange Rate until such rate can be obtained provided that if the FX Disruption Event continues for five days following the original fixing date the Issuer may determine to redeem the Notes against payment of the Early Redemption Amount (FX Disruption Event), which may be an amount determined by the Issuer (acting in good faith and in a commercially reasonable manner) and/or the Calculation Agent, as applicable to be the Fair Market Value of the Notes. The Fair Market Value of a Note will be adjusted to account fully for any reasonable costs and expenses of the Issuer and/or any affiliate of the Issuer of unwinding any underlying and/or related hedging and/or funding arrangements. Such amount may be less than any amount received at maturity and may result in a loss to the investors. Also, if the Notes are redeemed early investors will forego any future appreciation or depreciation (as applicable) in the underlying currency.

Notes linked to an index, formula or other underlying and multi-currency and Dual Currency Notes

The Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated (“**Dual Currency Notes**”). Prospective investors should be aware that:

- (i) the market price of such Notes may be very volatile;
- (ii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iii) they may lose all or a substantial portion of their principal and/or interest payments;
- (iv) the relevant currencies may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices; and
- (v) the timing of changes in a relevant currency may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the relevant currency, the greater the effect on yield.

12 Considerations relating to Fund-Linked Notes

No ownership rights

The Fund-Linked Notes do not represent any actual holdings in the Reference Fund that the Issuer or any of its affiliates may have. The Noteholders will have no direct interest or right in the shares or other units comprised in any of the Reference Fund. The Issuer shall be under no obligation to make or hold, directly or indirectly, investments in the Reference Fund. The Noteholder will not hold any direct or indirect interest in the Reference Fund and prospective investors should be aware that an investment in the Fund-Linked Notes is not the same as an investment in the Reference Fund and does not confer any legal or beneficial interest in the Reference Fund or any voting rights, rights to receive dividends or other rights that a holder of the shares or other units comprised in any such Reference Fund would have.

Information

No investigation has been made of the financial condition or creditworthiness of any Reference Fund in connection with the issue of any Fund-Linked Notes. Investors in the Fund-Linked Notes should obtain and evaluate the same information concerning each Reference Fund as they would if they were investing directly in such Reference Fund. In addition, investors should understand that the historical performance of the Reference Fund should not be viewed as predictive of future results.

Actions or omissions of the Reference Fund or other

The Issuer may, from time to time, be affiliated with, or act as a service provider to the Reference Fund(s), or their respective investment managers, investment advisers or trustees. However, the Issuer has no ability to control or predict the actions of the Reference Fund(s). In certain circumstances, the actions or omissions of the relevant Reference Fund or others outside the control of the Issuer, may adversely affect the rights of the Noteholders and/or the value of the Fund-Linked Notes, including actions that may give rise to an adjustment to, or early redemption of, the Fund-Linked Notes.

Performance of Reference Fund

No representation or warranty, whether implied or otherwise, is given by the Issuer as to the past, present or future performance of the Reference Fund(s). The Issuer does not provide any advice, information or credit analysis with respect to the Reference Fund(s) or any underlying assets of the Reference Fund(s). In particular, this Offering Circular does not constitute investment advice. The Issuer does not assume any obligation to or relationship of agency or trust with any investor, purchaser or prospective investor or purchaser of the Notes. The past performance of assets, investment funds or other investment companies managed by the investment manager or the investment adviser of the Reference Fund(s) is not necessarily a guide to the future performance of the Reference Fund(s).

The Fund Manager is not involved in the Notes

The fund manager of the Reference Fund is not involved in the issuance or offering of the Notes and has no obligation with respect to the Notes, including any obligation to consider the interest of any investor in the Notes for any reason. The fund manager of the Reference Fund is not involved with the administration, marketing or trading of the Notes and has no obligation with respect to any amount to be paid to the investors for or in respect of the Notes.

Reference Fund Disruption Event

Investors in the Fund-Linked Notes are subject to the risk that a Reference Fund Disruption Event may occur in relation to a Reference Fund. A Reference Fund Disruption Event may occur in respect of Notes if, as determined by the Calculation Agent: the date on which a Reference Fund is scheduled to determine the net asset value of such Reference Fund is postponed; the reporting of such net asset value is postponed; or payment in respect of any redemption is postponed.

If the Calculation Agent determines that a Reference Fund Disruption Event has occurred, the Calculation Agent may postpone the Valuation Date to a later date, **provided that** the Valuation Date will not be postponed beyond the date specified in the relevant Pricing Supplement as the “**Cut-off Final Valuation Date**”. If the Calculation Agent postpones the Valuation Date, the due dates for any payments or delivery in respect of the Notes (including, without limitation, the maturity date) may also be postponed.

Additional Disruption Events

Investors should note that Additional Disruption Events may occur in relation to the relevant Notes in certain circumstances described in the Terms and Conditions of the Notes. If any Additional Disruption Event occurs in relation to the relevant Notes, the Issuer may designate an early redemption date and the Noteholders will receive an early redemption amount based on the determinations made by the Calculation Agent.

The following Additional Disruption Events may be specified to be applicable in the relevant Pricing Supplement:

- (a) **“Change in Law”** may occur where the Issuer determines (i) it is or will become unlawful, illegal or otherwise prohibited for it to hedge its obligations under the Notes or such hedging arrangements may be materially adversely affected, or (ii) it has become illegal for it to hold, acquire, purchase, sell or maintain any positions or contracts in respect of securities, options, futures, derivatives, foreign exchange, any stock loan transactions or any other arrangements, each in relation to the Notes and/or in relation to the Issuer’s hedging activities, or (iii) there will be a material increase to the Issuer in the cost of its performing its obligations under the Notes, each due to a change in law;
- (b) **“Hedging Disruption”** may occur if it is or has become not reasonably practicable, or it has otherwise become undesirable for the Issuer (having used commercially reasonable efforts to do so) to (A) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary or desirable to hedge the Issuer’s obligations in respect of the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), or (C) make certain transfer of the amounts denominated in the Settlement Currency, or (D) convert the Settlement Currency into an Alternative Payment Currency;
- (c) **“Increased Cost of Hedging”** may occur where the Issuer would incur a materially increased cost, other than as a consequence of deterioration in its own creditworthiness, in hedging its obligations under the Notes;

Upon the occurrence of such an early redemption prior to the originally scheduled maturity date of the relevant Notes, Noteholders may suffer a loss of some or of all of their investment and will forego any future performance in the relevant Reference Fund that may occur following such redemption.

Extraordinary Fund Events

In respect of Fund-Linked Notes, one of the following events may occur in relation to one or more Reference Funds to which the Note is linked:

- (a) any breach or violation of the provisions of the Reference Fund prospectus or any other documents in relation to the Reference Fund;
- (b) (i) the non-execution or partial execution by the Reference Fund for any reason of a subscription or redemption order in respect of any units in the Reference Fund given by a Hypothetical Investor (as defined in Condition 9A below) (whether or not in accordance with the relevant fund prospectus), (ii) the Reference Fund suspends or refuses transfers of any of its units, (iii) the Reference Fund imposes in whole or in part any restriction, charge or fee in respect of a redemption or subscription of its units by the Issuer or exercises its right to claw back the proceeds already paid on redeemed units if in any case it could, in the determination of the Calculation Agent, have an adverse impact on the Issuer’s or any of its designated affiliates’, as applicable, rights or obligations in relation to its hedging activities in relation to the Notes, or (iv) a mandatory redemption, in whole or in part, of the units is imposed by the Reference Fund on any one or more holders of units at any time for any reason;
- (c) such Reference Fund or any Reference Fund Service Provider (i) ceases trading and/or, in the case of a Reference Fund Service Provider, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable); (ii) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person

or entity not described in sub-clause (A) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (v) above;

- (d) there exists any litigation against the fund or any service provider in respect thereof which could materially affect the value of the units in the Reference Fund or the rights or remedies of any investor in such units, as determined by the Calculation Agent;
- (e) (i) a service provider in respect of the Reference Fund ceases to act in such capacity in relation to the Reference Fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the Reference Fund and/or any service provider in respect of the Reference Fund to meet or maintain any obligation or undertaking under the fund prospectus or any other relevant fund document which failure is reasonably likely to have an adverse impact on the value of the units in the Reference Fund or on the rights or remedies of any investor in such units;
- (f) a material modification, or any announcement regarding a potential future material modification, of the investment programme, investment objectives, investment policies, investment strategy, investment process or investment guidelines of the Reference Fund;
- (g) the failure by the Reference Fund to comply with its reporting obligations in accordance with its agreements with the Issuer or any of its designated affiliates (as applicable);
- (h) a material modification (other than any modifications referred to in (e) above) of the Reference Fund or the occurrence of a change or any event materially affecting the Reference Fund;
- (i) a material modification of the type of assets in which the Reference Fund invests or the trading practices of the relevant fund which, in the determination of the Calculation Agent, has or is likely to have a material effect on any hedging arrangements entered into by the Issuer or any of its designated affiliates (as applicable) in respect of these Notes;
- (j) the Reference Fund or service provider in respect thereof has its authorisation or registration cancelled by any applicable regulatory authority;
- (k) (i) an allegation of criminal or fraudulent activity is made in respect of the Reference Fund, or any service provider in respect thereof, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred or (ii) the Reference Fund or a service provider in respect thereof (A) becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of the Reference Fund, investment adviser, manager or administration agent; (B) commits an act which constitutes fraud or criminal activity in the performance of its obligations in respect of the Reference Fund; (C) makes any material misrepresentation under any document in respect of the relevant fund or (D) announces its intention to cease the business of investment management;
- (l) (i) any relevant activities of or in relation to the Reference Fund or a service provider in respect thereof are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction, (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the Reference Fund or a service provider in respect thereof or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence,

- (iii) the Reference Fund is required by a competent authority to redeem any units, (iv) the Issuer or any of its designated affiliates (as applicable) is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any units in Reference Fund held in connection with any hedging arrangements relating to the Notes and/or (v) any change in the legal, tax, accounting or regulatory treatment of the Reference Fund or any service provider in respect thereof that is reasonably likely to have an adverse impact on the value of the units in the Reference Fund or other activities or undertakings of the Reference Fund or on the rights or remedies of any investor in such units, including the Issuer;
- (m) the creation by the Reference Fund of any illiquid share class or unit howsoever described;
 - (n) the currency denomination of the units in the Reference Fund is amended from that set out in the fund prospectus or any other relevant fund document so that the NAV per unit is no longer calculated in the same currency as it was as at the trade date of the Notes;
 - (o) if applicable, the Reference Fund ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction;
 - (p) if the Reference Fund comprises multiple classes or series (howsoever described in the fund prospectus or any other relevant fund document) of shares or units, and the Calculation Agent determines (in good faith and a commercially reasonable manner) at any time, taking into consideration the potential cross-liability between classes of shares or units (howsoever described in the fund prospectus or any other relevant fund document), that such other class or series has or may have an adverse effect on the hedging activities of the Issuer or any of its designated affiliates (as applicable) in relation to the Notes;
 - (q) (i) the Calculation Agent determines, at any time, that the NAV per unit is inaccurate, or (ii) the reported net asset value of the units in the Reference Fund misrepresents the net asset value of such units;
 - (r) any material modification of the method of calculating the NAV per unit;
 - (s) any change in the periodicity of the calculation or the publication of the NAV per unit;
 - (t) any change in the length of notice periods for redemptions or transfers in relation to the Reference Fund;
 - (u) a Reference Fund Disruption Event (as defined in Condition 9A) has occurred and is continuing for at least three consecutive Reference Fund Valuation Days (as defined in Condition 9A);
 - (v) the exposure (expressed as percentage) of the Reference Fund to securities with a credit quality (based upon the lowest credit ratings from S&P, Moody's and Fitch when available) below B, B2 or B for S&P, Moody's and Fitch respectively exceeds 35 per cent.; the aggregated level of leverage (expressed as percentage) of the Reference Fund exceeds 20 per cent.;
 - (w) the Calculation Agent determines that, over any period not exceeding twelve months, the total net value of the assets of the Reference Fund has decreased by 30 per cent. (either due to redemptions, a decrease in value of such assets or otherwise); or
 - (x) the Calculation Agent determines that, over any period not exceeding twelve months (ending on the immediately preceding date on which the Reference Fund Adviser published the total value of the assets it managed), the total value of the assets managed by the Reference Fund Adviser (including the Reference Fund) has decreased by 50 per cent. (either due to redemptions, a decrease in value of such assets or otherwise).

Following the occurrence of such event, the Calculation Agent may make certain adjustments to or substitutions for the affected Reference Fund, Reference Fund unit and/or any other Terms and Conditions of the Notes as the Calculation Agent may determine in good faith and in a commercially reasonable manner, or the Calculation Agent may determine in good faith and in a commercially reasonable manner that the relevant Notes shall be terminated upon payment to the holders thereof of the Fair Market Value of such Notes (taking into account the redemption proceeds (if any) which a Hypothetical Investor would have received in relation to the relevant fund (in accordance with the Terms and Conditions of the Notes) and any reasonable costs and expenses of the Issuer and/or any affiliate of the Issuer of unwinding any underlying and/or related hedging and/or funding arrangements), each of which may result in a loss to such holders.

Tax and Currency Risk

The tax status of Reference Funds in those jurisdictions in which they conduct their business and/or any change in taxation rules or treatment in such jurisdictions could affect the value of the assets of such Reference Funds or the ability of Reference Funds to achieve their investment objectives. Consequently this could adversely affect the value of the Notes linked to such Reference Funds. In addition, remittance of income and capital gains generated by underlying investments of Reference Funds in certain countries may be dependent on there being liquidity in the relevant local currency and the absence of foreign exchange controls which inhibit or prevent the repatriation of such gains. In any such circumstances, the value of the notional shares of Reference Funds may be adversely affected and as a result the relevant Reference Funds and the value of the Notes may be adversely affected.

Class of Investments

Prospective purchasers or investors should note that Reference Funds may have legal or other discretions in relation to their investments and no assurance can be given that the exercise of such discretions will achieve the investment objectives of such Reference Funds. Therefore, there is a risk that return on an investment in Reference Funds may not be achieved. This would have an adverse effect on the value of the Notes and any amounts payable thereunder. The Reference Fund(s) may make investments which are subject to legal or other restrictions on transfer or for which no liquid market exists, in which case market prices will tend to be more volatile.

Investment Risk

There can be no assurance that any Reference Fund will achieve its investment objectives. The investment income of each Reference Fund is based on the income earned on the securities it holds, less expenses incurred. Therefore, the Reference Funds' investment income may be expected to fluctuate in response to changes in such expenses or income and this may have an adverse effect on the value of the Notes and any amounts payable thereunder.

High yield

Some Reference Funds may invest in high yield securities. High yield securities are typically medium or lower rated securities and are sometimes referred to as "junk bonds". Such securities are more likely to react to developments affecting market and credit risk than are more highly rated securities, which primarily react to movements in the general level of interest rates. The risk of loss due to default by issuers of high yield securities is significantly greater because lower rated and unrated securities of comparable quality generally are unsecured and frequently are subordinated to the prior payment of senior indebtedness. In addition, Reference Funds which invest in such securities may find it more difficult to sell high yield securities or may be able to sell the securities only at prices lower than if such securities were widely traded. Furthermore, such Reference Funds may experience difficulty in valuing certain securities at certain times. Prices realised upon the sale of such lower rated (or unrated) securities, under these circumstances, may be less than the prices used in calculating the value of such Reference Funds. All such risks could adversely affect the value of Notes linked to Reference Funds which invest in high yield securities.

Reference Funds with One or More Currency Hedged Share Classes

Certain share classes in a Reference Fund may hedge their currency exposure using forward FX contracts and spot FX contracts. All gains, losses and expenses arising from hedging transactions for a particular share class are attributed only to that share class and should generally be borne only by the investors in that share class. However, in respect of certain Reference Funds there is no legal segregation of share class such that there is a risk that, if the assets notionally allocated to a currency hedged share class are insufficient to meet the losses arising from its hedging transactions (in addition to other fees and expenses attributable to such share class), the losses arising from such the hedging transactions could affect the net asset value per share of one or more other share classes of the same Reference Fund.

Provision of information

None of the Issuer or any of its affiliates is under any obligation to provide information in respect of any Reference Fund underlying the Notes (including any information relating to the creditworthiness of such Reference Funds) or monitor whether or not any event or circumstance in respect of any Reference Funds underlying the Notes has occurred. The Issuer may have acquired, or during the term of the Notes may acquire, non public information with respect to one or more Reference Funds. The Issuer is not under any obligation to make such information available to holders of such Notes. Therefore, an investor in the Notes should obtain and evaluate information concerning the relevant Reference Funds as it would if it were investing directly in such Reference Funds.

Additional considerations/risk factors set out in offering documents relating to Reference Funds

Investors in Fund-Linked Notes should note that there may be particular investment considerations and risk factors set out in the offering documentation relating to the Reference Funds and are advised to read and consider such offering documentation in making an investment decision to invest in such Notes. Such information is not incorporated by reference and does not form part of this Offering Circular.

13 Considerations relating to Green Bonds

The use of proceeds of the Notes may not meet investor expectations or requirements

In relation to Tranches of Notes which are specified in the relevant Pricing Supplement as being “Green Bonds”, the Issuer will exercise its judgement and sole discretion in determining the businesses and projects that satisfy certain eligibility requirements that purport to promote green initiatives, sustainable goals and other environmental purposes (“**Green Assets**”) and will be financed by the proceeds of the Notes. If the use of the proceeds of the Notes is a factor in an investor’s decision to invest in the Notes, they should consider the disclosure in the relevant Pricing Supplement relating to any specific Tranche of Notes and consult with their legal or other advisers before making an investment in the Notes. There can be no assurance that any of the businesses and projects funded with the proceeds from the Notes will meet a specific framework or an investor’s expectations or requirements. Furthermore, there is no contractual obligation to allocate the proceeds of the Notes to finance eligible businesses and projects or to publish annual progress reports in the relevant Pricing Supplement. The HSBC Group’s failure to so allocate or report, the failure of any of the businesses and projects funded with the proceeds from the Notes to meet a specific framework or the failure of external assurance providers to opine on the Green Assets, any progress report’s or its conformity with a specific framework, will not constitute an Event of Default (as defined in the Terms and Conditions of the Notes) with respect to the Notes and may affect the value of the Notes and/or have adverse consequences for certain investors with portfolio mandates to invest in Green Assets.

Furthermore, it should be noted that there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a “green” or “sustainable” or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as “green” or “sustainable” or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any of the businesses and projects funded with the proceeds from the Notes will meet any or all investor expectations regarding such “green”, “sustainable” or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any of the businesses and projects funded with the proceeds from the Notes.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the HSBC Group) which may be made available in connection with the issue of the Notes and in particular with any of the businesses and projects funded with the proceeds from the Notes to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Offering Circular. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold the Notes. Any such opinion or certification is only current as at the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in the Notes. The providers of such opinions and certifications are not currently subject to any specific regulatory or other regime or oversight.

If a Tranche of Notes is at any time listed or admitted to trading on any dedicated “green”, “environmental”, “sustainable” or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any of the businesses and projects funded with the proceeds from the Notes. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of a Tranche of Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached. Bearer Notes will be issued outside the United States, only to non-U.S. Persons, in reliance on Regulation S under the Securities Act and Registered Notes will be issued outside the United States, only to non-U.S. persons, in reliance on the exemption from registration provided by Regulation S.

Bearer Notes

Each Tranche of Bearer Notes will be in bearer form and will be represented on issue by a Temporary Bearer Global Note or, if so specified in the applicable Pricing Supplement, a Permanent Bearer Global Note which, in either case, will be delivered on or prior to the original issue date of the Tranche to either (i) a common depositary (the “**Common Depositary**”) for, Euroclear and Clearstream, Luxembourg or (ii) a sub-custodian for the CMU Service.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Bearer Global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Bearer Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and/or the Lodging Agent and (in the case of a Temporary Bearer Global Note delivered to a Common Depositary for Euroclear and Clearstream, Luxembourg) Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Issuing and Paying Agent (as defined in “*Terms and Conditions of the Notes*”). On and after the Exchange Date, as specified in Condition 1.2, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Bearer Global Note of the same Series or (b) for definitive Bearer Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Pricing Supplement), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that certain U.S. persons will not be able to receive definitive Bearer Notes. The CMU Service may require that any such exchange for a Permanent Bearer Global Note is made in whole and not in part and in such event, no such exchange will be effected until all relevant account holders have so certified. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg against presentation or surrender (as the case may be) of the Permanent Bearer Global Note without any requirement for certification.

In respect of a Bearer Global Note held through the CMU Service, any payments of principal, interest (if any) or any other amounts shall be made to the person(s) for whose account(s) interests in the relevant Bearer Global Note are credited by CMU Service and, save in the case of final payment, no presentation of the relevant Bearer Global Note shall be required for such purpose.

The applicable Pricing Supplement will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, interest coupons and talons attached upon either (a) not earlier than the Exchange Date (i), in the case of Notes held by a Common Depositary for Euroclear and Clearstream, Luxembourg, from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Issuing and Paying Agent as described therein or (ii), in the case of Notes held through a sub-custodian for the CMU Service, from the relevant account holders therein to the Lodging Agent as described therein or (b) only upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that (i) an Event of Default (as defined in Condition 6) has occurred and is continuing or (ii) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have, or in the case of Notes cleared

through the CMU Service, the CMU Service has, been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) if so specified in the Pricing Supplement, at the option of the bearer thereof (or, if and for so long as the Bearer Global Notes represented by the Permanent Bearer Global Note is held through the CMU Service, relevant account holders therein), and upon the request of the bearer (or, if and for so long as the Bearer Global Notes represented by the Permanent Bearer Global Note in definitive form is held through the CMU Service, relevant account holders therein). The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, (a) in the case of Notes held by a Common Depositary for Euroclear and Clearstream, Luxembourg, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or, (b) in the case of Notes held through a sub-custodian for the CMU Service, the relevant account holders therein, may give notice to the Issuing and Paying Agent or, as the case may be, the Lodging Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Issuing and Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Issuing and Paying Agent or, as the case may be, the Lodging Agent.

The following legend will appear on all Bearer Notes (other than Temporary Bearer Global Notes) and on all interest coupons and talons relating to such Notes where TEFRA D Rules are specified in the applicable Pricing Supplement:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or interest coupons or talons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons or talons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg or the CMU Service, as the case may be.

Registered Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global note in registered form without interest coupons or talons (a “**Registered Global Note**”, together with any Bearer Global Note, the “**Global Notes**” and each a “**Global Note**”) which will be deposited with a Common Depositary for Euroclear and Clearstream, Luxembourg. Prior to expiry of the Distribution Compliance Period (as defined in Regulation S), if any, applicable to each Tranche of Notes, beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 and may not be held otherwise than through Euroclear, Clearstream, Luxembourg or the CMU Service and such Registered Global Note will bear a legend regarding such restrictions on transfer.

Registered Global Notes will be (i) deposited with a Common Depositary for, and registered in the name of a common nominee of, Euroclear, Clearstream, Luxembourg and/or (ii) deposited with a sub-custodian for the CMU Service (if applicable), as specified in the applicable Pricing Supplement. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the person shown on the register kept by the Registrar as the registered holder of the Registered Global Notes. None of the relevant Issuer, the Guarantor, the Issuing and Paying Agent, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 8.2(c)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that (i) an Event of Default has occurred and is continuing, (ii) if so specified in the Pricing Supplement, at the option of the holder or, in the case of Notes cleared through the CMU Service, any person set out in a relevant notification, or (iii) in the case of a Registered Global Note registered in the name of a common nominee of Euroclear and Clearstream, Luxembourg, the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg and, in the case of Notes cleared through the CMU Service, the CMU Service have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any case, no successor or alternative clearing system is available. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or, in the case of Notes held through a sub-custodian for the CMU Service, the relevant account holders therein may give notice to the Registrar or the Lodging Agent, as the case may be, requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Registrar requesting exchange. In the event of the occurrence of an Exchange Event as described in (ii) above, the bearer thereof (or, if and for so long as the Bearer Notes represented by the Permanent Global Note in definitive form is held through the CMU Service, relevant account holders therein) must, not less than 45 days before the date upon which the delivery of such Definitive Notes and/or Registered Notes is required, deposit the Bearer Notes represented by the Permanent Global Note in definitive form with the Issuing and Paying Agent at its specified office with the form of exchange notice endorsed thereon duly completed.

Transfer of Interests

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear, Clearstream, Luxembourg and the CMU Service, in each case to the extent applicable.

General

Pursuant to the Issuing and Paying Agency Agreement (as defined under “*Terms and Conditions of the Notes*”), the Issuing and Paying Agent or, as the case may be, the Lodging Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CMU instrument number which are different from the common code, CMU instrument number and ISIN assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act), if any, applicable to the Notes of such Tranche.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg or the CMU Service, each person (other than Euroclear and/or Clearstream, Luxembourg or the CMU Service) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or the CMU Service as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear and/or Clearstream, Luxembourg or the CMU Service as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the relevant Issuer, the Guarantor, the Issuing and Paying Agent and their agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purposes the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the relevant Issuer, the Guarantor, the Issuing and Paying Agent and their agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “**Noteholder**” and “**holder of**

Notes” and related expressions shall be construed accordingly. Notwithstanding the above, if a Note (whether in global or definitive form) is held through the CMU Service, any payment that is made in respect of such Note shall be made at the direction of the bearer or the registered holder to the person(s) for whose account(s) interests in such Note are credited by CMU Service as being held through the CMU Service in accordance with the CMU Rules (as defined in the Issuing and Paying Agency Agreement) and such payments shall discharge the obligation of the relevant Issuer or, as the case may be, the Guarantor in respect of that payment under such Note.

Any reference herein to Euroclear and/or Clearstream, Luxembourg and/or the CMU Service shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement.

A Note may be accelerated by the holder thereof in certain circumstances described in Condition 6. In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the terms and conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then the Global Note will become void at 6.00 p.m. (Hong Kong time) on such day. At the same time, holders of interests in such Global Note credited to their accounts with Euroclear, Clearstream, Luxembourg and/or the CMU Service, as the case may be, will become entitled to proceed directly against the relevant Issuer on the basis of statements of account provided by Euroclear, Clearstream, Luxembourg and/or the CMU Service on and subject to the terms of a deed of covenant (the “**Deed of Covenant**”) dated 13 March 2019 and executed by the relevant Issuer.

TERMS AND CONDITIONS OF THE NOTES

The following (disregarding the italicised paragraphs) are the Terms and Conditions of the Notes which as supplemented, modified or replaced in relation to any Notes by the relevant Pricing Supplement, will be applicable to each Series or Tranche of Notes:

This Note is one of a Series (as defined below) of Notes issued by The Hongkong and Shanghai Banking Corporation Limited (the “**Bank**”) acting through its principal office in Hong Kong or, as the case may be, acting through the branch specified as being the Specified Branch in the applicable Pricing Supplement (as defined below) or any additional issuer which has acceded to the Programme by executing a deed of adherence (the “**Deed of Adherence**”) pursuant to the terms of the Issuing and Paying Agency Agreement referred to below (each a “**New Issuer**” and together with the Bank, the “**Issuers**” and each an “**Issuer**”).

The Notes are issued pursuant to and in accordance with an amended and restated issuing and paying agency agreement (as amended, supplemented or replaced from time to time, the “**Issuing and Paying Agency Agreement**”) dated 13 March 2019 and made between the Bank, The Hongkong and Shanghai Banking Corporation Limited as issuing and paying agent (the “**Issuing and Paying Agent**”, which expression shall include any successor to The Hongkong and Shanghai Banking Corporation Limited in its capacity as such) and as principal registrar (the “**Principal Registrar**”, which expression shall include any successor to The Hongkong and Shanghai Banking Corporation Limited in its capacity as such). The Issuing and Paying Agency Agreement contains provisions for the appointment of additional paying agents (the “**Paying Agents**”, which expression shall include the Issuing and Paying Agent and any substitute paying agents appointed in accordance with the Issuing and Paying Agency Agreement). Notes issued by the Bank have the benefit of a deed of covenant (as amended, supplemented or replaced from time to time, the “**Deed of Covenant**”) dated 13 March 2019 executed by the Bank in relation to the Notes. Notes issued by a New Issuer have the benefit of a new deed of covenant (as amended, supplemented or replaced from time to time, the “**New Deed of Covenant**” (in or substantially in the form scheduled to the Issuing and Paying Agency Agreement)) executed by the New Issuer (and the term “**Deed of Covenant**” in relation to any such New Issuer shall be deemed to include the New Deed of Covenant). Notes issued by a New Issuer have the benefit of a deed of guarantee (as amended, supplemented or replaced from time to time, the “**Deed of Guarantee**” (in or substantially in the form scheduled to the Issuing and Paying Agency Agreement)) executed by The Hongkong and Shanghai Banking Corporation Limited (the “**Guarantor**”). Copies of the Issuing and Paying Agency Agreement, the Deed of Covenant and the Deed of Guarantee are available for inspection during normal business hours at the specified office of each of the Paying Agents and the Principal Registrar. All persons from time to time entitled to the benefit of obligations under any Notes shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issuing and Paying Agency Agreement, the Deed of Covenant and the Deed of Guarantee insofar as they relate to the relevant Notes.

The Notes are issued in series (each, a “**Series**”), and each Series may comprise one or more tranches (“**Tranches**” and each, a “**Tranche**”) of Notes. Each Tranche will be the subject of a pricing supplement (each, a “**Pricing Supplement**”), a copy of which will be available for inspection during normal business hours at the specified office of the Issuing and Paying Agent and/or, as the case may be, the Registrar (as defined in Condition 2.2). In the case of a Tranche of Notes in relation to which application has not been made for listing on any stock exchange, copies of the Pricing Supplement will only be available for inspection by a Holder (as defined in Condition 2) of or, as the case may be, a Relevant Account Holder (as defined in the Deed of Covenant) in respect of, such Notes.

References in these Terms and Conditions to:

- (i) the Issuer are to whichever one of the Bank or any New Issuer as is specified as such in the Pricing Supplement(s) prepared in relation to the Notes of the relevant Tranche or Series;
- (ii) Notes are to Notes of the relevant Tranche or Series and any references to Coupons (as defined in Condition 1.6) are to Coupons relating to Notes of the relevant Series; and
- (iii) the Pricing Supplement are to the Pricing Supplement(s) prepared in relation to the Notes of the relevant Tranche or Series.

In respect of any Notes, references herein to these Terms and Conditions are to these terms and conditions as supplemented or modified or (to the extent thereof) replaced by the Pricing Supplement.

1 Form and Denomination

- 1.1 Notes are issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”), as specified in the Pricing Supplement and are serially numbered. Registered Notes will not be exchangeable for Bearer Notes.

Bearer Notes

- 1.2 The Pricing Supplement shall specify whether U.S. Treasury Regulation section 1.163-5(c)(2)(i)(D) or any successor rules substantially in the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the “**TEFRA D Rules**”) or U.S. Treasury Regulation section 1.163-5(c)(2)(i)(C) any successor rules or substantially in the same form that are applicable for purposes of 4701 of the U.S. Internal Revenue Code of 1986, as amended (the “**TEFRA C Rules**”) shall apply, or whether TEFRA shall not be applicable. Unless the Pricing Supplement specifies that TEFRA C Rules are applicable in respect of the Notes or that TEFRA is not applicable and that the Notes are represented on issue by a permanent global note (a “**Permanent Global Note**”), each Tranche of Bearer Notes is represented upon issue by a temporary global Note (a “**Temporary Global Note**”).

Where the Pricing Supplement applicable to a Tranche of Bearer Notes specifies that the TEFRA C Rules apply or that TEFRA is not applicable, such Pricing Supplement shall also specify whether such Tranche is represented upon issue by a Temporary Global Note or a Permanent Global Note.

Interests in a Temporary Global Note may be exchanged for:

- (a) interests in a Permanent Global Note; or
- (b) if so specified in the Pricing Supplement, definitive notes in bearer form (“**Definitive Notes**”) and/or (in the case of a Series comprising both Bearer Notes and Registered Notes and if so specified in the Pricing Supplement) Registered Notes.

Exchanges of interests in a Temporary Global Note for Definitive Notes or, as the case may be, a Permanent Global Note will be made only on or after the Exchange Date (as specified in the Pricing Supplement) and (unless the Pricing Supplement specifies that the TEFRA C Rules are applicable to the Notes or that TEFRA is not applicable) provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in such form as is customarily issued in such circumstances by the relevant clearing system) has been received. An exchange for Registered Notes will be made at any time or from such date as may be specified in the Pricing Supplement, in each case, without any requirement for certification.

- 1.3 The bearer of any Temporary Global Note shall not (unless, upon due presentation of such Temporary Global Note for exchange (in whole but not in part only) for a Permanent Global Note or for delivery of Definitive Notes and/or Registered Notes, such exchange or delivery is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to receive any payment in respect of the Notes represented by such Temporary Global Note which falls due on or after the Exchange Date or be entitled to exercise any option on a date after the Exchange Date.
- 1.4 Unless the Pricing Supplement specifies that the TEFRA C Rules are applicable to the Notes or that TEFRA is not applicable and subject to Condition 1.3 above, if any date on which a payment of interest is due on the Notes of a Tranche occurs whilst any of the Notes of that Tranche are represented by a Temporary Global Note, the related interest payment will be made on the Temporary Global Note only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in such form as is customarily issued in such circumstances by the relevant clearing system) has been received by the Issuing and Paying Agent (in the case of a Temporary Global Note lodged with a sub-custodian for the Central Moneymarkets Unit Service operated by the Hong Kong

Monetary Authority (the “**HKMA**”) (the “**CMU Service**”) or (in any other case) by Euroclear Bank SA/NV (“**Euroclear**”) or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) or any other relevant clearing system. Payments of amounts due in respect of a Permanent Global Note or (subject to Condition 1.3 above) a Temporary Global Note (if the Pricing Supplement specifies that the TEFRA C Rules are applicable to the Notes or that TEFRA is not applicable) will be made through the CMU Service or Euroclear or Clearstream, Luxembourg or any other relevant clearing system without any requirement for certification.

- 1.5 Interests in a Permanent Global Note will be exchanged by the Issuer in whole but not in part only at the option of the Holder of such Permanent Global Note, for Definitive Notes and/or (in the case of a Series comprising both Bearer and Registered Notes and if so specified in the Pricing Supplement) Registered Notes, (a) if an Event of Default occurs in respect of any Note of the relevant Series; or (b) if Notes represented by the Permanent Global Note are held on behalf of the CMU Service or Euroclear or Clearstream, Luxembourg or any other relevant clearing system and the relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so; or (c) if so specified in the Pricing Supplement, at the option of the Holder of such Permanent Global Note upon such Holder’s request, in all cases at the cost and expense of the Issuer. In order to exercise the option contained in paragraph (c) of the preceding sentence, the Holder must, not less than forty-five days before the date upon which the delivery of such Definitive Notes and/or Registered Notes is required, deposit the relevant Permanent Global Note with the Issuing and Paying Agent at its specified office with the form of exchange notice endorsed thereon duly completed. If the Issuer does not make the required delivery of Definitive Notes and/or Registered Notes by 6.00 p.m. (Hong Kong time) on the day on which the relevant notice period expires or, as the case may be, the thirtieth day after the day on which such Permanent Global Note becomes due to be exchanged and, in the case of (a) above, such Note is not duly redeemed (or the funds required for such redemption are not available to the Issuing and Paying Agent for the purposes of effecting such redemption and remain available for such purpose) by 6.00 p.m. (Hong Kong time) on the thirtieth day after the day on which such Note became immediately redeemable such Permanent Global Note will become void in accordance with its terms but without prejudice to the rights conferred by the Deed of Covenant.
- 1.6 Interest-bearing Definitive Notes have attached thereto at the time of their initial delivery coupons (“**Coupons**”), presentation of which will be a prerequisite to the payment of interest save in certain circumstances specified herein. Interest-bearing Definitive Notes, if so specified in the Pricing Supplement, have attached thereto at the time of their initial delivery, a talon (“**Talon**”) for further coupons and the expression “**Coupons**” shall, where the context so requires, include Talons.

Global Registered Note Certificates

- 1.7 Registered Notes of each Tranche may be represented by one or more global Notes in registered form without Coupons or Talons. Unless specified otherwise in the applicable Pricing Supplement, Registered Notes sold outside the United States in reliance on Regulation S under the Securities Act, (“**Unrestricted Notes**”) in global form will be either (i) deposited on or before the relevant issue date therefor with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or (ii) lodged on or before the relevant issue date therefor with a sub-custodian in Hong Kong for the CMU Service. Interests in such global Unrestricted Notes will be exchangeable for individual Notes in registered form (“**Individual Registered Note Certificates**”) if so specified in the relevant Pricing Supplement and in accordance with their respective terms.

Denomination

Denomination of Bearer Notes

- 1.8 Bearer Notes are in the denomination or denominations (each of which denomination is integrally divisible by each smaller denomination) specified in the Pricing Supplement. Bearer Notes of one denomination may not be exchanged for Bearer Notes of any other denomination.

Denomination of Registered Notes

- 1.9 Registered Notes are in the minimum denomination specified in the Pricing Supplement or integral multiples thereof.

Currency of Notes

- 1.10 The Notes are denominated in such currency as may be specified in the Pricing Supplement. Any currency may be so specified (including, without limitation, Australian Dollars (“AUD”), Canadian Dollars (“CAD”), euro (“EUR”), Hong Kong dollars (“HK\$”), Indonesian Rupiah (“IDR”), Japanese Yen (“JPY”), Malaysian Ringgit (“MYR”), New Zealand Dollars (“NZD”), Pounds Sterling (“GBP”), Renminbi (“RMB” or “CNY”), Singapore Dollars (“SGD”), Thai Baht (“THB”) and United States dollars (“U.S.\$”), subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

2 Title and Transfer

- 2.1 Title to Bearer Notes and Coupons passes by delivery. References herein to the “**Holders**” or “**Noteholders**” of Bearer Notes or Coupons are to the bearers of such Bearer Notes or such Coupons.
- 2.2 Title to Registered Notes passes by registration in the register which the Issuer shall procure to be kept by the Registrar. The Issuing and Paying Agency Agreement enables the Issuer and the Guarantor to appoint a registrar (the “**Alternative Registrar**”) other than the Principal Registrar in relation to any Series comprising Registered Notes. For the purposes of these Terms and Conditions, “**Registrar**” means, in relation to any Series comprising Registered Notes, the Principal Registrar or, as the case may be, the Alternative Registrar, as specified in the Pricing Supplement provided always that where such Series is listed on the Hong Kong Stock Exchange, the Registrar shall have its specified office in Hong Kong. References herein to the “**Holders**” or “**Noteholders**” of Registered Notes are to the persons in whose names such Registered Notes are so registered in the relevant register.
- 2.3 The Holder of any Bearer Note, Coupon or Registered Note will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

Transfer of Registered Notes and exchange of Bearer Notes for Registered Notes

- 2.4 A Registered Note may, upon the terms and subject to the conditions set forth in the Issuing and Paying Agency Agreement, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum denomination specified in the Pricing Supplement) upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.
- 2.5 If so specified in the Pricing Supplement, the Holder of Bearer Notes may exchange the same for the same aggregate principal amount of Registered Notes upon the terms and subject to the conditions set forth in the Issuing and Paying Agency Agreement. In order to exchange a Bearer Note for a Registered Note, the Holder thereof shall surrender such Bearer Note at the specified office outside the United States of the Issuing and Paying Agent or of the Registrar together with a written request for the exchange. Each Bearer Note so surrendered must be accompanied by all unmatured Coupons appertaining thereto other than the Coupon in respect of the next payment of interest falling due after the exchange date (as defined in Condition 2.7) where the exchange date would, but for the provisions of Condition 2.6, occur between the Record Date (as defined in Condition 8.2(c)) for such payment of interest and the date on which such payment of interest falls due.

- 2.6 Each new Registered Note to be issued upon the transfer of a Registered Note or the exchange of a Bearer Note for a Registered Note will, within three Relevant Banking Days of the transfer date or, as the case may be, the exchange date be available for collection by each relevant Holder at the specified office of the Registrar or, at the option of the Holder requesting such exchange or transfer be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer or request for exchange received by the Registrar or the Issuing and Paying Agent after the Record Date in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar or the Issuing and Paying Agent until the day following the due date for such payment.
- 2.7 For the purposes of these Terms and Conditions:
- (a) “**Relevant Banking Day**” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located and, in the case only of an exchange of a Bearer Note for a Registered Note where such request for exchange is made to the Issuing and Paying Agent, in the place where the specified office of the Issuing and Paying Agent is located;
 - (b) the “**exchange date**” shall be the Relevant Banking Day following the day on which the relevant Bearer Note shall have been surrendered for exchange in accordance with Condition 2.5; and
 - (c) the “**transfer date**” shall be the Relevant Banking Day following the day on which the relevant Registered Note shall have been surrendered for transfer in accordance with Condition 2.4.
- 2.8 The issue of new Registered Notes on transfer or on the exchange of Bearer Notes for Registered Notes will be effected without charge by or on behalf of the Issuer, the Issuing and Paying Agent or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer, the Issuing and Paying Agent or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

3 Status and Guarantee

Notes

- 3.1 (a) This Condition 3.1 is applicable to all Notes which are specified in the applicable Pricing Supplement as being Notes issued by the Bank.
- (b) The Notes of each Series issued by the Bank constitute direct, unconditional, unsubordinated and unsecured obligations of the Bank, ranking *pari passu* without any preference among themselves and, at their date of issue, ranking *pari passu* with all other present and future unsecured and unsubordinated obligations of the Bank other than any such obligations preferred by provisions of law that are both mandatory and of general application.

Guaranteed Notes

- 3.2 (a) This Condition 3.2 is applicable to all Notes which are specified in the applicable Pricing Supplement as being Guaranteed Notes issued by any New Issuer (“**Guaranteed Notes**”).
- (b) The Guaranteed Notes of each Series constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant New Issuer, ranking *pari passu* without any preference among themselves and, at their date of issue, ranking *pari passu* with all other present and future unsecured and unsubordinated obligations of the relevant New Issuer other than any such obligations as are preferred by provisions of law that are both mandatory and of general application.
- (c) The Guaranteed Notes will be guaranteed as to payment of principal and interest by the Bank upon the terms of the guarantee (the “**Guarantee**”) to be contained in a deed of guarantee (as amended, supplemented or replaced from time to time) (the “**Deed of Guarantee**”).

- (d) In relation to each Series of Guaranteed Notes, claims in respect of the Guarantee rank, at the date of issue of such Notes, *pari passu* with all other present and future unsecured and unsubordinated obligations of the Bank other than any such obligations as are preferred by provisions of law that are both mandatory and of general application.

3.3 Definition of “Subsidiary”

In these Terms and Conditions, “**Subsidiary**” means a subsidiary as defined in section 2 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong.

4 Interest

Interest

- 4.1 Notes may be interest-bearing or non interest-bearing, as specified in the Pricing Supplement. Words and expressions appearing in this Condition 4 and not otherwise defined herein or in the Pricing Supplement shall have the meanings given to them in Condition 4.12.

Interest-bearing Notes

- 4.2 Notes which are specified in the Pricing Supplement as being interest-bearing shall bear interest from their Interest Commencement Date at the Interest Rate and such interest shall be payable in arrear on each Interest Payment Date.

Floating Rate Notes

- 4.3 If the Pricing Supplement specifies the Interest Rate applicable to the Notes as being Floating Rate it shall also specify which page (the “**Relevant Screen Page**”) on the Reuters Screen or any other information vending service shall be applicable. If such a page is so specified, the Interest Rate applicable to the relevant Notes for each Interest Accrual Period shall be determined by the Calculation Agent on the following basis, subject always to the provisions of Condition 11A (*Consequences of a Benchmark Trigger Event*):

- (a) the Calculation Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean (rounded, if necessary, to the nearest ten thousandth of a percentage point, 0.00005 per cent. being rounded up to 0.0001 per cent.) of the rates for deposits) in the relevant currency for a period of the duration of the relevant Interest Accrual Period on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (b) if, on any Interest Determination Date, no such rate for deposits so appears (or, as the case may be, if fewer than two such rates for deposits so appear) or if the Relevant Screen Page is unavailable, and unless otherwise specified in the relevant Pricing Supplement, the Calculation Agent will request appropriate quotations and will determine the arithmetic mean (rounded as aforesaid) of the rates at which deposits in the relevant currency are offered by four major banks in the Relevant Market, selected by the Calculation Agent, at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Market for a period of the duration of the relevant Interest Accrual Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;
- (c) if, on any Interest Determination Date, only two or three rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as aforesaid) of the rates so quoted; or
- (d) if fewer than two rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as aforesaid) of the rates quoted by four major banks in the Relevant Financial Centre selected by the Calculation Agent, at approximately 11.00 a.m. (Relevant Financial Centre time (or local time at such other financial centre or centres as aforesaid)) on the first day of the relevant Interest Accrual Period for loans in the relevant currency to leading European banks for a period for the duration of the relevant Interest Accrual Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

provided, however, that if the Calculation Agent or the Issuer (in consultation with the Calculation Agent) determines that in its opinion (x) there is no realistic prospect of the banks providing the quotations specified in (b) above or (y) any such quotations are unlikely to be representative of an underlying market:

- (A) the Calculation Agent shall not be required to request the quotations specified in (b) above or to make the determination specified in (d) above; and
- (B) the Calculation Agent may (in consultation with the Issuer) determine a rate by reference to such other sources and/or methodology as directed by the Issuer acting in good faith and a commercially reasonable manner,

and the Interest Rate applicable to such Notes during each Interest Accrual Period will be the sum of the relevant margin (the “**Relevant Margin**”) specified in the Pricing Supplement and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid) of the rates) so determined provided, however, that, if the Calculation Agent is unable to (or where the above proviso applies, elects not to) determine a rate (or, as the case may be, an arithmetic mean of rates) in accordance with the above provisions or the relevant Pricing Supplement in relation to any Interest Accrual Period, the Interest Rate applicable to such Notes during such Interest Accrual Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid) of the rates) determined in relation to such Notes in respect of the last preceding Interest Accrual Period.

Investors should note that, if the relevant Pricing Supplement specifies fall-back provisions that refer to “ISDA Determination” or the ISDA Definitions, then the Calculation Agent may be required to determine the relevant Interest Rate by reference to the rates provided by certain financial institutions selected by it in accordance with the ISDA Definitions if (a) such fallback provisions specify a Floating Rate Option which refers expressly to “Reference Banks” in its title or (b) the primary method for determining the relevant rate in accordance with the ISDA Definitions fails for any reason (unless the Pricing Supplement specifies that the fallback in respect of such rate shall not be determined by reference to any ‘Reference Banks’ (as defined in the ISDA Definitions)).

ISDA Determination

4.4A If ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate applicable to the Notes for each Interest Accrual Period will be the sum of the Relevant Margin and the relevant ISDA Rate where “ISDA Rate” in relation to any Interest Accrual Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the “**Floating Rate Option**” (as defined in the ISDA Definitions) is as specified in the relevant Pricing Supplement;
- (b) the “**Designated Maturity**” (as defined in the ISDA Definitions) is a period specified in the relevant Pricing Supplement; and
- (c) the relevant “**Reset Date**” (as defined in the ISDA Definitions) is either (i) if the relevant Floating Rate Option is based on LIBOR, the first day of that Interest Accrual Period or (ii) in any other case, as specified in the relevant Pricing Supplement;

provided, however, that if in relation to any Interest Accrual Period:

- (A) the application of the above provisions does not result in the determination of an ISDA Rate and the Issuer (in consultation with the Calculation Agent) has not determined a Benchmark Trigger Event to have occurred, then the Calculation Agent shall determine the ISDA Rate for such Interest Accrual Period having regard to such facts and circumstances as it considers relevant; and

- (B) the Issuer (in consultation with the Calculation Agent) determines a Benchmark Trigger Event to have occurred, the provisions of Condition 11A (*Consequences of a Benchmark Trigger Event*) shall apply,

and in either case, the Calculation Agent shall not be required to obtain quotations from Reference Banks (as defined in the ISDA Definitions) for purposes of determining the ISDA Rate for such Interest Accrual Period notwithstanding that it might otherwise be required to do so as a fallback procedure for the relevant Floating Rate Option pursuant to the ISDA Definitions.

Investors should note that, if ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined, then the Calculation Agent may be required to determine the relevant Interest Rate by reference to the rates provided by certain financial institutions selected by it in accordance with the ISDA Definitions if (a) the Floating Rate Option specified in the Pricing Supplement refers expressly to “Reference Banks” in its title or (b) the primary method for determining the ISDA Rate in accordance with the ISDA Definitions fails for any reason (unless the Pricing Supplement specifies that the fallback in respect of such ISDA Rate shall not be determined by reference to any ‘Reference Banks’ (as defined in the ISDA Definitions)).

Non-indexed Overnight Rate Determination

- 4.4B (a) If Non-Indexed Overnight Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined, the Interest Rate applicable to the Notes for each Interest Accrual Period will be the sum of the Relevant Margin and the Relevant Rate, all as determined by the Calculation Agent on the Interest Determination Date for such Interest Accrual Period.
- (b) If the Notes become due and payable in accordance with Condition 6.1 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which the Notes became due and payable and the Interest Rate applicable to the Notes shall, for so long as any such Note remains outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Period had been shortened accordingly.
- (c) If “Payment Delay” is specified as the Observation Method in the relevant Pricing Supplement, all references in these Terms and Conditions of the Notes to interest on the Notes being payable on an Interest Payment Date shall be read as reference to interest on the Notes being payable on an Effective Interest Payment Date instead.

4.4C Definitions

“**Applicable Period**” means,

- (A) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, in relation to any Interest Period, the Observation Period relating to such Interest Period; and
- (B) where “Lag”, “Lock-Out” or “Payment Delay” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Interest Period.

“**d**” means the number of calendar days in the Applicable Period.

“**d0**” means the number of Reference Rate Business Days in the Applicable Period.

“**Effective Interest Payment Date**” means each date specified as such in the relevant Pricing Supplement.

“**i**” means a series of whole numbers from one to d0, each representing the relevant Reference Rate Business Day in the Applicable Period in chronological order from (and including) the first Reference Rate Business Day in the Applicable Period (each a “**Reference Rate Business Day(i)**”).

“**ni**” means, in relation to any Reference Rate Business Day(i), the number of calendar days from (and including) such Reference Rate Business Day(i) up to (but excluding) the next following Reference Rate Business Day.

“**Non-Reset Date**” means each Reference Rate Business Day(i) in an Applicable Period, the Reference Rate Determination Date in relation to which falls on or after the Rate Cut-Off Date (if any).

“**Observation Period**” means, in relation to an Interest Period:

- (A) where “Standard Shift” is specified as applicable in the relevant Pricing Supplement, the period from (and including) the date which is “p” Reference Rate Business Days prior to the first day of such Interest Period (and in respect of the first Interest Period, the Interest Commencement Date) and ending on (but excluding) the date which is “p” Reference Rate Business Days prior to the Interest Payment Date for such Interest Period (or the date falling “p” Reference Rate Business Days prior to such earlier date, if any, on which the Notes become due and payable); and
- (B) where “IDD Shift” is specified as applicable in the relevant Pricing Supplement, the period from (and including) the Reference Rate Business Day falling prior to the Interest Determination Date for the immediately preceding Interest Payment Date to (but excluding) the last Reference Rate Business Day falling prior to the Interest Determination Date for such Interest Period, provided that the first Observation Period shall commence on (and include) the last Reference Rate Business Day falling prior to the date falling two Business Days prior to the Interest Commencement Date.

“**p**” means the whole number specified as such in the Pricing Supplement representing a number of Reference Rate Business Days;

“**Rate Cut-Off Date**” means:

- (A) where “Lock-Out” is specified as the Observation Method in the relevant Pricing Supplement and “SONIA” is specified as the relevant Reference Rate, in relation to any Interest Period, the Reference Rate Business Day immediately prior to the Interest Determination Date;
- (B) where either “Lock-Out” or “Lag” are specified as the Observation Method in the relevant Pricing Supplement and a Reference Rate other than SONIA is specified as the relevant Reference Rate, in relation to any Interest Period, the second Reference Rate Business Day falling prior to the Interest Determination Date;
- (C) where “Payment Delay” is specified as the Observation Method in the relevant Pricing Supplement, and:
 - (I) “SONIA” is specified as the relevant Reference Rate, the Reference Rate Business Day immediately prior to the Interest Determination Date in relation to the final Interest Period only;
 - (II) a Reference Rate other than SONIA is specified as the relevant Reference Rate is specified as the relevant Reference Rate:
 - (i) in respect of any Interest Period other than the final Interest Period, second the Reference Rate Business Day falling prior to the Interest Determination Date in relation to the final Interest Period only; and
 - (ii) in respect of the final Interest Period, the second Reference Rate Business Day falling prior to the Interest Determination Date; and
- (D) in any other circumstances, no Rate Cut-Off Date shall apply.

“Reference Rate” means in relation to any Reference Rate Business Day:

- (A) where “SONIA” is specified as the Reference Rate in the relevant Pricing Supplement, a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such Reference Rate Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the Reference Rate Business Day immediately following such Reference Rate Business Day;
- (B) where “SOFR” is specified as the Reference Rate in the relevant Pricing Supplement, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) published at or around 3:00 p.m. (New York City time) on the New York Federal Reserve’s Website on the next succeeding Reference Rate Business Day for trades made on such Reference Rate Business Day; and
- (C) where “€STR” is specified as the Reference Rate in the relevant Pricing Supplement, a reference rate equal to the daily euro short-term rate for such Reference Rate Business Day as published by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank currently at <http://www.ecb.europa.eu>, or any successor website officially designated by the European Central Bank (the “**ECB’s Website**”) on the Reference Rate Business Day immediately following such Reference Rate Business Day.

“Reference Rate(i)” or “**REFi**” means in relation to any Reference Rate Business Day(i), the Reference Rate for the Reference Rate Determination Date in relation to such Reference Rate Business Day(i), *provided that* where (A) either “Lock Out” or “Payment Delay” are specified as the Observation Method in the relevant Pricing Supplement or (B) “Lag” is specified as the Observation Method and the Reference Rate is not SONIA, Reference Rate(i) (or REFi) in respect of each Interest Non-Reset Date (if any) in an Applicable Period shall be Reference Rate(i) (or REFi) as determined in relation to the Rate Cut-Off Date.

“Reference Rate Business Day”

- (A) where “SONIA” is specified as the Reference Rate in the relevant Pricing Supplement, any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;
- (B) where “SOFR” is specified as the Reference Rate in the relevant Pricing Supplement, means any day except for a Saturday, Sunday or a day on which The Securities Industry and Financial Markets Association (“**SIFMA**”) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; and
- (C) where “€STR” is specified as the Reference Rate in the relevant Pricing Supplement, a Euro Business Day.

“Reference Rate Determination Date” means, in relation to any Reference Rate Business Day(i):

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the Reference Rate Business Day falling “p” Reference Rate Business Days prior to such Reference Rate Business Day(i); and
- (B) otherwise, such Reference Rate Business Day(i);

“**Relevant Rate**” means with respect to an Interest Period:

- (A) where “Compounded Daily Rate” is specified as the Determination Method in the relevant Pricing Supplement, the rate of return of a daily compound interest investment (with the applicable Reference Rate specified in the Pricing Supplement as reference rate for the calculation of interest) calculated as follows, with the resulting percentage rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{REF_i \times n_i}{Y} \right) - 1 \right] \times \frac{Y}{d}$$

- (B) where “Weighted Average Rate” is specified as the Determination Method in the relevant Pricing Supplement the arithmetic mean of Reference Rate(i) for each Reference Rate Business Day during such Applicable Period (each “**Reference Rate Business Day(i)**”), calculated by multiplying the relevant Reference Rate(i) for any Reference Rate Business Day(i) by the number of days such Reference Rate(i) is in effect (being the number of calendar days from (and including) such Reference Rate Business Day(i) up to (but excluding) the next following Reference Rate Business Day), determining the sum of such products and dividing such sum by the number of calendar days in the relevant Applicable Period; and

“**Y**” is the number specified as such in the relevant Pricing Supplement, or if no number is so specified, a number reflecting the denominator for day count fractions customarily used to calculate floating rate interest amounts on instruments denominated in the Specified Currency and with an original maturity equal to that of the Notes, as determined by the Calculation Agent.

4.4D Additional Provisions applicable where “SONIA” is specified as the Reference Rate in the relevant Pricing Supplement:

Subject always to the provisions of Condition 11A (*Consequences of a Benchmark Trigger Event*) (as applicable):

- (a) If, in respect of any Reference Rate Business Day(i) in the relevant Applicable Period, the Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors in respect of the related Reference Rate Determination Date, the Reference Rate(i) shall be the sum of: (A) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at close of business on the related Reference Rate Determination Date; plus (B) the mean of the spread of the Reference Rate to the Bank Rate over five days on which the Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); and
- (b) If the Interest Rate cannot be determined in accordance with the foregoing provisions, the Interest Rate shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Relevant Margin is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Relevant Margin relating to the relevant Interest Accrual Period, in place of the Relevant Margin relating to that last preceding Interest Accrual Period) or (B) if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to the Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Relevant Margin applicable to the first Interest Accrual Period).

4.4E Additional Provisions applicable where “SOFR” is specified as the Reference Rate in the relevant Pricing Supplement:

- (a) If, in respect of any Reference Rate Business Day(i) in the relevant Applicable Period, the Reference Rate is not published as provided in the relevant definition thereof for the related Reference Rate Determination Date, and:
 - (A) where “ARRC Fallbacks” are specified as applicable in the relevant Pricing Supplement, a SOFR Transition Event and a related SOFR Replacement Date have not both occurred; or
 - (B) where “ARRC Fallbacks” are not specified as applicable in the relevant Pricing Supplement, a SOFR Index Cessation Event and SOFR Index Cessation Effective Date have not both occurred,

Reference Rate(i) in respect of such Reference Rate Business Day(i) shall be the Reference Rate in respect of the last Reference Rate Business Day prior to the related Reference Rate Determination Date for which such Reference Rate was so published as provided in the relevant definition thereof.

- (b) Where “ARRC Fallbacks” are specified as applicable in the relevant Pricing Supplement, if:
 - (A) in respect of any Reference Rate Business Day(i) in the relevant Applicable Period, the Reference Rate is not published as provided in the relevant definition thereof for the related Reference Rate Determination Date; and
 - (B) the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) determines that a SOFR Transition Event and the related SOFR Replacement Date have occurred in relation to the Reference Rate (or any SOFR Replacement Rate previously determined in accordance with this Condition 4.4E on the Reference Rate Business Day on which a determination of Reference Rate is due to be made,

the SOFR Replacement Rate will replace the then-current Reference Rate for all purposes and in respect of all determinations on such Reference Rate Business Day and (without prejudice to the further operation of this Condition 4.4E all subsequent determinations; provided that, if the Issuer (in consultation, to the extent practicable, with the calculation agent) or our designee (in consultation with the Issuer) is unable to or do not determine a SOFR Replacement Rate in accordance with the provisions below prior to 5:00 p.m. (New York time) on the relevant Interest Determination Date, the interest rate for the related Interest Accrual Period will be equal to (I) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin relating to the relevant Interest Accrual Period, in place of the Margin relating to that last preceding Interest Accrual Period) or (II) if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to the Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Accrual Period).

- (c) If “ARRC Fallbacks” are not specified as applicable in the relevant Pricing Supplement, if:
 - (A) in respect of any Reference Rate Business Day(i) in the relevant Applicable Period, the Reference Rate is not published as provided in the relevant definition thereof for the related Reference Rate Determination Date; and
 - (B) the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) determines that a SOFR Index Cessation Event and SOFR Index Cessation Effective Date have occurred (the first date on which (A) and (B) occur, being the “**Rate Switch Date**”),

Reference Rate(i) in respect of such Reference Rate Business Day(i) shall be the rate that was recommended as the replacement for the daily Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the daily Secured Overnight Financing Rate (which rate may be produced by the Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads) as determined in relation to related Reference Rate Determination Date for such Reference Rate Business Day(i); **provided, however, that**, if no such rate has been recommended within one Reference Rate Business Day of the Rate Switch Date, then:

- (I) subject to (II) below, Reference Rate(i) in relation to each Reference Rate Business Day(i) falling on or after the Rate Switch Date shall be equal to the rate determined in accordance with the definition of Reference Rate(i) or Condition 4.4E(a) (as applicable), but as if:
 - (i) references in Conditions 4.4B and 4.4C to “Reference Rate Business Day” were to “New York City Banking Day”, but so that in the case of the Applicable Period in which the SOFR Index Cessation Effective Date occurred, “d0” shall be construed so that it means the aggregate of (x) the number of Reference Rate Business Days in the Applicable Period up to (but excluding) the Rate Switch Date and (y) the number of New York City Banking Days in the Applicable Period relating to such Interest Period from (and including) the Rate Switch Date (and “i” shall be construed accordingly);
 - (ii) references to “daily Secured Overnight Financing Rate” were to the “daily Overnight Bank Funding Rate”;
 - (iii) references to “SOFR Index Cessation Event” were references to “OBFR Index Cessation Event”; and
 - (iv) references to “SOFR Index Cessation Effective Date” were references to “OBFR Index Cessation Effective Date”; and
- (II) if, (x) in respect of any Reference Rate Business Day(i) in the relevant Applicable Period, the Reference Rate is not published as provided in (I) above for the related Reference Rate Determination Date and (y) an OBFR Index Cessation Event and an OBFR Index Cessation Effective Date have both occurred (the first date on which (x) and (y) occur, being the “**OBFR Switch Date**”), then, in relation to each Reference Rate Business Day(i) falling on or after the later of the Rate Switch Date and the OBFR Switch Date, Reference Rate(i) shall be equal to the rate determined in accordance with the definition of Reference Rate(i) or Condition 4.4D(a) (as applicable), but as if:
 - (i) references in Conditions 4.4B and 4.4C to “Reference Rate Business Day” were to “New York City Banking Day”, but so that in the case of the Applicable Period in which the OBFR Switch Date occurred, “d0” shall be construed so that it means the aggregate of (x) the number of Reference Rate Business Days in the Applicable Period up to (but excluding) the OBFR Switch Date and (y) the number of New York City Banking Days in the Applicable Period relating to such Interest Period from (and including) the OBFR Switch Date (and “i” shall be construed accordingly); and
 - (ii) references in Conditions 4.4B and 4.4C to the “daily Secured Overnight Financing Rate published at or around 3:00 p.m. (New York City time) on the New York Federal Reserve’s Website on the next succeeding Reference Rate Business Day for trades made on such Reference Rate Business Day” were a reference to the short-term interest rate target set by the Federal Open Market Committee, as published on the Federal Reserve’s Website and as prevailing on such Reference Rate Determination Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the Federal Reserve’s Website and as prevailing on such Reference Rate Determination Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range, rounded, if necessary, to the nearest second decimal place with 0.005 being rounded upwards);

(d) The Issuer (in consultation with the Calculation Agent) may at any time, specify any SOFR Replacement Conforming Changes which changes shall apply to the Notes for all future Interest Periods (without prejudice to the further operation of this Condition 4.4E and, for the avoidance of doubt, no consent of the Noteholders of the relevant Series or of the Holders of the Coupons appertaining thereto shall be required in connection with effecting such changes, including for the execution of any documents or the taking of other steps by the Issuer or any of the parties to the Issuing and Paying Agency Agreement (if required). The Issuer shall promptly following determination of any changes pursuant to Condition 4.4E give notice thereof to the Noteholders (with a copy to the Calculation Agent) (in accordance with Condition 14 (*Notices*)).

(e) Definitions

“**designee**” means an affiliate or any other agent of the Issuer;

“**Federal Reserve’s Website**” means the website of the Board of Governors of the Federal Reserve System currently at <http://www.federalreserve.gov>, or any successor website;

“**Initial Interest Rate**” means the rate per annum specified in the applicable Pricing Supplement;

“**ISDA Fallback Adjustment**” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Reference Rate for the applicable tenor;

“**ISDA Fallback Rate**” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“**New York City Banking Day**” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

“**New York Federal Reserve’s Website**” means the website of the Federal Reserve Bank of New York currently at <http://www.newyorkfed.org>, or any successor website;

“**OBFR Index Cessation Effective Date**” means, in relation to an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the daily Overnight Bank Funding Rate) ceases to publish the daily Overnight Bank Funding Rate or the date as of which the daily Overnight Bank Funding Rate may no longer be used;

“**OBFR Index Cessation Event**” means the occurrence of one or more of the following events:

(i) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the daily Overnight Bank Funding Rate) announcing that it has ceased or will cease to publish or provide the daily Overnight Bank Funding Rate permanently or indefinitely, **provided that**, at that time, there is no successor administrator that will continue to publish or provide a daily Overnight Bank Funding Rate;

(ii) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the daily Overnight Bank Funding Rate) has ceased or will cease to provide the daily Overnight Bank Funding Rate permanently or indefinitely, **provided that**, at that time, there is no successor administrator that will continue to publish or provide the daily Overnight Bank Funding Rate; or

- (iii) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Overnight Bank Funding Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

“Reference Time” with respect to any determination of the Reference Rate means (a) if the Reference Rate is SOFR, the time specified for such determination specified in the definition of the Reference Rate, and (b) if the Reference Rate is not SOFR, the time determined by the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) after giving effect to the SOFR Replacement Conforming Changes;

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

“SIFMA” means the Securities Industry and Financial Markets Association or any successor thereto;

“SOFR Index Cessation Effective Date” means, in relation to a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the daily Secured Overnight Financing Rate) ceases to publish the daily Secured Overnight Financing Rate, or the date as of which the daily Secured Overnight Financing Rate may no longer be used;

“SOFR Index Cessation Event” means the occurrence of one or more of the following events:

- (i) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the daily Secured Overnight Financing Rate) announcing that it has ceased or will cease to publish or provide the daily Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide a daily Secured Overnight Financing Rate;
- (ii) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the daily Secured Overnight Financing Rate) has ceased or will cease to provide the daily Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time there is no successor administrator that will continue to publish or provide the daily Secured Overnight Financing Rate; or
- (iii) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Secured Overnight Financing Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

“SOFR Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) as of the SOFR Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted SOFR Replacement;
- (ii) if the applicable Unadjusted SOFR Replacement is equivalent to the ISDA Fallback Rate the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) giving due consideration to any industry-accepted spread adjustments, or method for calculating or determining such spread adjustment, for the replacement of the then-current Reference Rate with the applicable Unadjusted SOFR Replacement for U.S. dollar-denominated floating rate notes at such time.

“**SOFR Replacement Conforming Changes**” means, with respect to any SOFR Replacement Rate or a replacement rate determined in accordance with Condition 4.4E(b) (the “**Relevant Replacement Rate**”), changes to (i) any Interest Determination Date, Interest Payment Date, Effective Interest Payment Date, Reference Time, Business Day Convention or Interest Accrual Period, (ii) the manner, timing and frequency of determining the rate and amounts of interest that are payable on the Notes during the Interest Accrual Period and the conventions relating to such determination and calculations with respect to interest, (iii) rounding conventions, (iv) tenors and (v) any other terms or provisions of the Notes during the Interest Accrual Period, in each case that the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with Issuer) determine, from time to time, to be appropriate to reflect the determination and implementation of Relevant Replacement Rate in a manner substantially consistent with market practice (or, if the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) decide that implementation of any portion of such market practice is not administratively feasible or determine that no market practice for use of the Relevant Replacement Rate exists, in such other manner as the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) determine is appropriate (acting in good faith)).

“**SOFR Replacement Date**” means the earliest to occur of the following events with respect to the then-current Reference Rate (including the daily published component used in the calculation thereof):

- (i) in the case of clause (i) or (ii) of the definition of “SOFR Transition Event,” the later of (A) the date of the public statement or publication of information referenced therein and (B) the date on which the administrator of the Reference Rate permanently or indefinitely ceases to provide the Reference Rate (or such component); or
- (ii) in the case of clause (iii) of the definition of “SOFR Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the SOFR Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the SOFR Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

“**SOFR Replacement Rate**” means the first alternative set forth in the order below that can be determined by the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) as of the SOFR Replacement Date.

- (i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Reference Rate and (b) the SOFR Replacement Adjustment;
- (ii) the sum of: (a) the ISDA Fallback Rate and (b) the SOFR Replacement Adjustment; or
- (iii) the sum of: (a) the alternate rate of interest that has been selected by the Issuer (in consultation, to the extent practicable, with the Calculation Agent) or the Issuer’s designee (in consultation with the Issuer) as the replacement for the then-current Reference Rate for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Reference Rate for U.S. dollar-denominated floating rate notes at such time and (b) the SOFR Replacement Adjustment.

“**Corresponding Tenor**” with respect to a SOFR Replacement Rate means a tenor (including overnight) having approximately the same length (disregarding business day adjustments) as the applicable tenor for the then-current Reference Rate.

“**SOFR Transition Event**” means the occurrence of one or more of the following events with respect to the then-current Reference Rate (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Reference Rate (or such component) announcing that such administrator has ceased or will cease to provide the Reference Rate (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Reference Rate (or such component); or
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Reference Rate (or such component), the central bank for the currency of the Reference Rate (or such component), an insolvency official with jurisdiction over the administrator for the Reference Rate (or such component), a resolution authority with jurisdiction over the administrator for the Reference Rate (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Reference Rate, which states that the administrator of the Reference Rate (or such component) has ceased or will cease to provide the Reference Rate (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Reference Rate (or such component); or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Reference Rate announcing that the Reference Rate is no longer representative.

“**Unadjusted SOFR Replacement**” means the SOFR Replacement Rate excluding the SOFR Replacement Rate Adjustment.

4.4F Additional Provisions applicable where “€STR” is specified as the Reference Rate in the relevant Pricing Supplement:

Subject always to the provisions of Condition 11A (*Consequences of a Benchmark Trigger Event*) (as applicable), if, in respect of any Reference Rate Business Day(i) in the relevant Applicable Period, the Reference Rate has not been published as provided in the definition thereof in respect of the related Reference Rate Determination Date (the “**Relevant Reference Rate Determination Date**”), Reference Rate(i) in respect of such Reference Rate Business Day(i) shall be the Reference Rate as determined on the Reference Rate Business Day preceding the Relevant Reference Rate Determination Date on which the Reference Rate has been published as provided in the definition thereof.

Equity-Linked Interest, Fund-Linked Interest or Index-Linked Interest

4.5 If Notes are specified in the Pricing Supplement as being Equity-Linked Interest, Fund-Linked Interest or Index-Linked Interest Notes (as applicable), the Interest Rate(s) applicable to the Notes for each Interest Period will be determined in the manner specified in the Pricing Supplement, as applicable.

Dual Currency Notes

4.6 If Notes are specified in the Pricing Supplement as being Dual Currency Notes, the principal or interest payable in respect of such Notes may be denominated in a different currency (or currencies) from the currency in which the Notes are denominated, as further specified in the relevant Pricing Supplement.

Maximum or Minimum Interest Rate

4.7 If any maximum or minimum Interest Rate is specified in the Pricing Supplement, then the Interest Rate shall in no event be greater than the maximum or be less than the minimum so specified.

Accrual of Interest

- 4.8 Interest shall accrue on the principal amount of each Note during each Interest Accrual Period from the Interest Commencement Date. Interest will cease to accrue as from the due date for redemption therefor unless upon due presentation or surrender thereof (if required), payment in full of the Redemption Amount (as defined in Condition 5.11) is improperly withheld or refused or default is otherwise made in the payment thereof in which case interest shall continue to accrue on the principal amount in respect of which payment has been improperly withheld or refused or default has been made (as well after as before any demand or judgment) at the Interest Rate then applicable or such other rate as may be specified for this purpose in the Pricing Supplement until the date on which, upon due presentation or surrender of the relevant Note (if required), the relevant payment is made or, if earlier (except where presentation or surrender of the relevant Note is not required as a precondition of payment), the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 14 that the Issuing and Paying Agent or, as the case may be, the Registrar has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

Interest Amount(s), Calculation Agent and Reference Banks

- 4.9 If a Calculation Agent is specified in the Pricing Supplement, the Calculation Agent, as soon as practicable after the Relevant Time on each Interest Determination Date (or such other time on such date as the Calculation Agent may be required to calculate any Redemption Amount (as defined in Condition 5.11), obtain any quote or make any determination or calculation) will determine the Interest Rate and calculate the amount(s) of interest payable (the “**Interest Amount(s)**”) in respect of each Denomination of the Notes (in the case of Bearer Notes) and the minimum denomination (in the case of Registered Notes) for the relevant Interest Accrual Period, calculate the Redemption Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date or, as the case may be, the Redemption Amount to be notified to the Issuing and Paying Agent, the Registrar (in the case of Registered Notes), the Issuer, the Guarantor (except in the case of Notes issued by the Bank), the Holders in accordance with Condition 14 and, if the Notes are listed on a stock exchange and such exchange so requires, such exchange as soon as possible after their determination or calculation but in no event later than the fourth Hong Kong Banking Day thereafter or, if earlier in the case of notification to the stock exchange, the time required by the relevant stock exchange. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of an Interest Accrual Period or the Interest Period. If the Notes become due and payable under Condition 6, the Interest Rate and the accrued interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Interest Rate or the Interest Amount so calculated need be made. The determination of each Interest Rate, Interest Amount and Redemption Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon the Issuer, the Guarantor (except in the case of Notes issued by the Bank) and the Holders and neither the Calculation Agent nor any Reference Bank shall have any liability to the Holders in respect of any determination, calculation, quote or rate made or provided by it.

The Issuer and (except in the case of Notes issued by the Bank) the Guarantor will procure that there shall at all times be such Reference Banks as may be required for the purpose of determining the Interest Rate applicable to the Notes and a Calculation Agent, if provision is made for one in the Terms and Conditions.

If the Calculation Agent is incapable or unwilling to act as such or if the Calculation Agent fails duly to establish the Interest Rate for any Interest Accrual Period or to calculate the Interest Amounts or any other requirements, the Issuer and (except in the case of Notes issued by the Bank) the Guarantor will appoint a leading bank engaged in the Relevant Market to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

Calculations and Adjustments

4.10 The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Interest Rate to:

- (a) in the case of Notes which are represented by a global Note (a “**Global Note**”), the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are partly paid Notes, the aggregate amount paid up); or
- (b) in the case of Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction (and rounding the resultant figure to the nearest sub-unit of the relevant specified currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention), save that if the Pricing Supplement specifies a specific amount in respect of such period, the amount of interest payable in respect of such Note for such period will be equal to such specified amount. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period will be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods. Where the Denomination of a Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Denomination, without any further rounding.

In the Terms and Conditions, **sub-unit** means, with respect to any currency other than euro and Renminbi, the lowest amount of such currency that is available as legal tender in the country of such currency, with respect to euro, one cent, and in the case of Renminbi, means CNY0.01.

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4, by the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor (except in the case of Notes issued by the Bank), the Issuing and Paying Agent, the Registrar, the other Paying Agents and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

Non-Interest Bearing Notes

4.11 If any Maturity Redemption Amount (as defined in Condition 5.1) in respect of any Note in respect of which the Zero Coupon Note provisions are specified as applicable in the Pricing Supplement is not paid when due, interest shall accrue on the overdue amount at a rate per annum (expressed as a percentage per annum) equal to the Amortisation Yield defined in, or determined in accordance with the provisions of, the Pricing Supplement or at such other rate as may be specified for this purpose in the Pricing Supplement until the date on which, upon due presentation or surrender of the relevant Note (if required), the relevant payment is made or, if earlier (except where presentation or surrender of the relevant Note is not required as a precondition of payment), the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 14 that the Issuing and Paying Agent or, as the case may be, the Registrar has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder). The amount of any such interest shall be calculated in accordance with the provisions of Condition 4.10 as if the Interest Rate was the Amortisation Yield, the principal amount was the overdue sum and the Day Count Fraction was as specified for this purpose in the Pricing Supplement or, if not so specified, 30E/360 (as defined in Condition 4.12).

Definitions

4.12 For the purposes of these Terms and Conditions:

“**Additional Relevant Jurisdiction**” means each of the jurisdiction(s) specified as such in the relevant Pricing Supplement.

“**Affected Reference Asset Component**” has the meaning given to it in Condition 9.1(b).

“**Alternative Payment Currency**” means the currency specified as such in the relevant Pricing Supplement.

“**Alternative Payment Currency Equivalent**” means the relevant amount in the Settlement Currency converted into the relevant Alternative Payment Currency using the Alternative Payment Currency Exchange Rate for the relevant Alternative Payment Currency Fixing Date.

“**Alternative Payment Currency Exchange Rate**” has the meaning set out in the relevant Pricing Supplement.

“**Alternative Payment Currency Fixing Date**” means the second day prior to the date on which the relevant payment falls due. For the purposes of this definition, “**day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business and dealings in foreign exchange in the Settlement Currency Jurisdiction, Alternative Payment Currency Jurisdiction and Additional Relevant Jurisdiction as may be specified in the relevant Pricing Supplement.

“**Alternative Payment Currency Jurisdiction**” means the jurisdiction specified as such in the relevant Pricing Supplement.

“**Applicable Business Day Convention**” means the “**Business Day Convention**” which may be specified in the Pricing Supplement as applicable to any date in respect of the Notes unless the Pricing Supplement specifies “**No Adjustment**” in relation to any date in which case such date shall not be adjusted in accordance with any Business Day Convention. Different Business Day Conventions may apply, or be specified in relation to, the Interest Payment Dates, Interest Period End Dates and any other date or dates in respect of any Notes.

“**Banking Day**” means, in respect of any city, any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in that city.

“**Business Day**” means (i) a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business and settle payments in the relevant currency in the Relevant Financial Centre in respect of the relevant Notes and/or in any other place or any other days as may be specified in the Pricing Supplement; and (ii) in relation to Notes denominated or redenominated or payable in euro, a TARGET2 Business Day.

“**Business Day Convention**” means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following Business Day Conventions, where specified in the Pricing Supplement in relation to any date applicable to any Notes, shall have the following meanings:

- (a) “**Following Business Day Convention**” means that such date shall be postponed to the first following day that is a Business Day;
- (b) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that such date shall be postponed to the first **following** day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (c) “**Preceding Business Day Convention**” means that such date shall be brought forward to the first preceding day that is a Business Day; and

- (d) **“FRN Convention”** or **“Eurodollar Convention”** means that each such date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the Pricing Supplement after the calendar month in which the preceding such date occurred provided, however, that:
- (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred.

“Calculation Agent” means such agent as may be specified in the Pricing Supplement as the Calculation Agent.

“Day Count Fraction” means, in respect of the calculation of an amount for any period of time from and including the first day of such period to but excluding the last (whether or not constituting an Interest Period or an Interest Accrual Period, the **“Calculation Period”**):

- (a) if **“Actual/Actual (ICMA)”** is so specified, means:
 - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period during which it falls, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) if **“Actual/Actual (ISDA)”** or **“Actual/Actual”** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if **“Actual/365 (Fixed)”** is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if **“Actual/360”** is so specified, means the actual number of days in the Calculation Period divided by 360;
- (e) if **“30/360”** is so specified, means
 - (i) in respect of Fixed Rate Notes only, the number of days in the Calculation Period (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

(ii) in respect of Notes other than Fixed Rate Notes,

the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

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

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

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

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

(f) if “**30E/360**” or “**Eurobond Basis**” is so specified means, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

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

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

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

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

- (g) if “**30E/360 (ISDA)**” is specified in the relevant Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

“Y₂” is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

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

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

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

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

“**Denomination Currency**” means the currency specified as such in the relevant Pricing Supplement.

“**Denomination Currency Jurisdiction**” means the jurisdiction specified as such in the relevant Pricing Supplement.

“**Fair Market Value**” means, in relation to any Note which is to be redeemed early, its fair market value immediately prior to the early redemption date, as determined by the Issuer (acting in good faith and in a commercially reasonable manner) and/or the Calculation Agent, as applicable, less any reasonable costs and expenses of the Issuer and/or any affiliate of the Issuer of unwinding any underlying and/or related hedging and/or funding arrangements, and any such calculation of the fair market value shall have the effect of preserving for the Noteholders the economic equivalent of the obligations of the Issuer to make payments in respect of the Notes which would, but for such early redemption, have fallen due after the relevant early redemption date. For the purposes of calculating the Fair Market Value following an Event of Default or a Winding Up of the Bank pursuant to Condition 6 (*Enforcement*) only, in determining the fair market value of the Notes, no account shall be taken of the creditworthiness of the Issuer, who shall be deemed to be able to perform fully its obligations in respect of the Notes.

“**Floating Rate Option**” means, in relation to a Note to which ISDA Determination applies, a rate or price source specified as such in the relevant Pricing Supplement.

“**Foreign Exchange Dealer**” means an independent foreign exchange dealer of international repute active in the foreign exchange market in the relevant Settlement Currency Jurisdiction.

“**FX Disruption Event**” means the occurrence and/or existence of any of the following circumstances:

- (a) the occurrence and/or existence as determined by the Calculation Agent, acting in a commercially reasonable manner, of an event on any day with respect to the Reference Currency or Denomination Currency (as applicable) that has the effect of preventing or delaying the Issuer or any of its affiliates acting as its hedge counterparty for the Notes directly or indirectly from: (i) converting the Reference Currency into the specified currency or the Denomination Currency into the Settlement Currency (as applicable) through customary legal channels, (ii) converting the Reference Currency into the specified Currency or the Denomination Currency into the Settlement Currency (as applicable) at a rate at least as favourable as the rate for domestic institutions located in the Reference Currency Jurisdiction or Denomination Currency

Jurisdiction (as applicable), (iii) delivering the specified currency from accounts inside the Reference Currency Jurisdiction to accounts outside the Reference Currency Jurisdiction and Additional Relevant Jurisdiction (as may be specified in the relevant Pricing Supplement) or delivering the Settlement Currency from accounts inside the Denomination Currency Jurisdiction to accounts outside the Denomination Currency Jurisdiction (as applicable); (iv) delivering the Reference Currency or specified currency between accounts inside the Reference Currency Jurisdiction or to a party that is a non-resident of the Reference Currency Jurisdiction or delivering the Denomination Currency between accounts inside the Denomination Currency Jurisdiction or to a party that is a non-resident of the Denomination Currency Jurisdiction (as applicable), or (v) effectively realising the value of its underlying hedge in the specified currency or Settlement Currency (as applicable) at any time;

- (b) the government of the Denomination Currency Jurisdiction or Reference Currency Jurisdiction (as applicable) imposing, or giving public notice of its intention to impose, any capital controls (including, without limitation, the imposition of an upper limit on the amount of the Denomination Currency or Reference Currency (as applicable) denominated assets in the Denomination Currency Jurisdiction or Reference Currency Jurisdiction (as applicable) which can be held by any party) which the Calculation Agent determines in good faith are likely to materially affect the ability of the Issuer or any of its affiliates acting as its hedge counterparty for the Notes to hedge its position under the Notes or to unwind such hedge.

“Governmental Authority” means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the Settlement Currency Jurisdiction or Additional Relevant Jurisdiction (as may be specified in the relevant Pricing Supplement). Where the Settlement Currency is Offshore RMB, the Settlement Currency Jurisdiction for the purpose of the definition of Governmental Authority shall include the PRC and Hong Kong.

“Illiquidity” means where the general exchange market in the Settlement Currency Jurisdiction becomes illiquid and, as a result of which, the Issuer cannot obtain sufficient Settlement Currency in order to satisfy its obligation to pay any amount in respect of the Notes as determined by the Issuer acting in good faith and in a commercially reasonable manner following consultation (if practicable) with two Foreign Exchange Dealers.

“Inconvertibility” means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the Notes in the general exchange market in the Settlement Currency Jurisdiction, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“Interest Accrual Period” means, in respect of an Interest Period, each successive period beginning on and including an Interest Period End Date and ending on but excluding the next succeeding Interest Period End Date during that Interest Period provided always that the first Interest Accrual Period shall commence on and include the Interest Commencement Date and the final Interest Accrual Period shall end on but exclude the date of final maturity.

“Interest Commencement Date” means the date of issue of the Notes (as specified in the Pricing Supplement) or such other date as may be specified as such in the Pricing Supplement.

“Interest Determination Date” means, in respect of any Interest Accrual Period, the date falling such number (if any) of Banking Days in such city(ies) as may be specified in the Pricing Supplement prior to the first day of such Interest Accrual Period, or if none is specified:

- (a) in the case of Notes denominated in Hong Kong dollars or Pounds Sterling, the first day of such Interest Accrual Period; or
- (b) in the case of Notes denominated in euro, the date falling two TARGET2 Business Days prior to the first day of such Interest Accrual Period; or

- (c) in any other case, the date falling two London Banking Days prior to the first day of such Interest Accrual Period.

“Interest Payment Date” means the date or dates specified as such in, or determined in accordance with the provisions of, the Pricing Supplement and, if an Applicable Business Day Convention is specified in the Pricing Supplement, as the same may be adjusted in accordance with the Applicable Business Day Convention or if the Applicable Business Day Convention is the FRN Convention and an interval of a number of calendar months is specified in the Pricing Supplement as being the Interest Period, each of such dates as may occur in accordance with the FRN Convention at such specified period of calendar months following the date of issue of the Notes (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

“Interest Period” means each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date provided always that the first Interest Period shall commence on and include the Interest Commencement Date and the final Interest Period shall end on but exclude the date of final maturity.

“Interest Period End Date” means the date or dates specified as such in, or determined in accordance with the provisions of, the Pricing Supplement and, if an Applicable Business Day Convention is specified in the Pricing Supplement, as the same may be adjusted in accordance with the Applicable Business Day Convention or, if the Applicable Business Day Convention is the FRN Convention and an interval of a number of calendar months is specified in the Pricing Supplement as the Interest Accrual Period, such dates as may occur in accordance with the FRN Convention at such specified period of calendar months following the Interest Commencement Date (in the case of the first Interest Period End Date) or the previous Interest Period End Date (in any other case) or, if none of the foregoing is specified in the Pricing Supplement, means the date or each of the dates which correspond with the Interest Payment Date(s) in respect of the Notes.

“Interest Rate” means:

- (i) where the Fixed Rate Note provisions are specified in the relevant Pricing Supplement as being applicable, the rate of interest specified as such in the relevant Pricing Supplement;
- (ii) where the Floating Rate Note provisions are specified in the relevant Pricing Supplement as being applicable, the rate of interest determined in accordance with Conditions 4.3 (*Floating Rate Notes*), 4.4A (*ISDA Determination*) or 4.4B (*Non-indexed Overnight Rates Determination*) as applicable; and
- (iii) where the Equity-Linked Interest, Fund-Linked Interest or Index-Linked Interest Note provisions are specified in the relevant Pricing Supplement as being applicable, the rate of interest determined in accordance with Condition 4.5 (*Equity-Linked Interest, Fund-Linked Interest or Index-Linked Interest*).

“ISDA Definitions” means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the Pricing Supplement) as published by the International Swaps and Derivatives Association, Inc.).

“Non-transferability” means the occurrence of any event that makes it impossible for the Issuer to transfer Settlement Currency between accounts inside the Settlement Currency Jurisdiction or from an account inside the Settlement Currency Jurisdiction to an account outside the Settlement Currency Jurisdiction and any Additional Relevant Jurisdiction (as may be specified in the relevant Pricing Supplement), or from an account outside the Settlement Currency Jurisdiction and any Additional Relevant Jurisdiction (as may be specified in the relevant Pricing Supplement) to an account inside the Settlement Currency Jurisdiction, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation). Where the Settlement Currency is Offshore RMB, the occurrence of any event that makes it impossible to transfer the Settlement Currency from an account inside the Offshore RMB Centre to an account inside the PRC shall not constitute **“Non-transferability”**.

“**Offshore RMB**” means RMB that is freely deliverable between accounts in the Offshore RMB Centre in accordance with the law and applicable regulations and guidelines issued by relevant authorities in the Offshore RMB Centre prevailing as of the trade date of the Notes.

“**Offshore RMB Centre**” means the jurisdiction specified as such in the relevant Pricing Supplement in accordance with applicable laws and regulations.

“**Participating Member State**” means a member state of the European Union which adopts the euro as its lawful currency in accordance with the Treaty.

“**Reference Banks**” means such banks as may be specified in the Pricing Supplement as the Reference Banks or, if none are specified, “**Reference Banks**” has the meaning given in the ISDA Definitions, *mutatis mutandis*.

“**Reference Currency**” means the currency specified as such in the relevant Pricing Supplement.

“**Reference Currency Jurisdiction**” means the jurisdiction specified as such in the relevant Pricing Supplement.

“**Regular Period**” means:

- (a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls; and
- (c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

“**Relevant Financial Centre**” means such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definition of “**Business Day**” in the ISDA Definitions.

“**Relevant Market**” means the London interbank market or such other market as may be specified in the Pricing Supplement.

“**Relevant Time**” means the time as of which any rate is to be determined as specified in the Pricing Supplement or, if none is specified, at which it is customary to determine such rate.

“**Reuters Screen**” means, when used in connection with a designated page and any designated information, the display page so designated on the Reuter Money 3000 Service (or such other page as may replace that page on that service for the purpose of displaying such information).

“**Settlement Currency**” means the currency specified as such in the relevant Pricing Supplement.

“**Settlement Currency Jurisdiction**” means the jurisdiction specified as such in the relevant Pricing Supplement.

“**TARGET2**” means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System.

“**TARGET2 Business Day**” means a day on which the TARGET2 system is open. “**Treaty**” means the Treaty on the Functioning of the European Union, as amended.

“**Underlying Currency Pair Exchange Rate**” has the meaning set out in the relevant Pricing Supplement.

5 Redemption and Purchase

Redemption at Maturity

- 5.1 Unless previously redeemed, or purchased and cancelled or unless such Note is specified in the Pricing Supplement as having no fixed maturity date, each Note shall be redeemed at its maturity redemption amount (the “**Maturity Redemption Amount**”) (which shall be its principal amount or such other redemption amount as may be specified in or determined in accordance with the formula or other means specified in the Pricing Supplement) on the date or dates (or, in the case of Notes which bear interest at a floating rate of interest, on the date or dates upon which interest is payable) specified in the Pricing Supplement (the “**Maturity Date**”).

Early Redemption for Taxation Reasons

- 5.2 If, in relation to any Series of Notes, as a result of any change in the laws, regulations or rulings of Hong Kong or, in the case of Notes issued by any New Issuer, the jurisdiction of incorporation of the relevant New Issuer, or (in any such case) of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws, regulations or rulings which becomes effective on or after the date of issue of such Notes or any other date specified in the Pricing Supplement, the Issuer or (except in the case of Notes issued by the Bank), if the Guarantee was called, the Guarantor would be required to pay additional amounts as provided in Condition 7, the Issuer may, at its option and having given no less than thirty nor more than sixty days’ notice (ending, in the case of Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Noteholders (in accordance with Condition 14 (*Notices*)) (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Notes comprising the relevant Series at their early tax redemption amount (the “**Early Redemption Amount (Tax)**”) (which shall be their principal amount or, in the case of Notes which are non-interest bearing, their Amortised Face Amount (as defined in Condition 5.12) or such other redemption amount as may be specified in, or determined in accordance with the provisions of, the Pricing Supplement), together with accrued interest (if any) thereon Provided, however, that no such notice of redemption may be given earlier than 90 days (or, in the case of Notes which bear interest at a floating rate a number of days which is equal to the aggregate of the number of days falling within the then current interest period applicable to the Notes plus 60 days) prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under Condition 5.7.

Early Redemption for reasons of Force Majeure

- 5.3 (a) This Condition 5.3 is applicable to the Notes only if it is specified in the relevant Pricing Supplement as being applicable.
- (b) The Issuer shall have the right to terminate its obligation under the Notes if the Calculation Agent shall have determined, in its absolute discretion, that performance of such obligations (or the Issuer’s or the Issuer’s affiliate’s obligations under any underlying or hedging or funding arrangement established in connection therewith) shall have become unlawful or impracticable in whole or in part, including without limitation as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive or with any requirement or request of any governmental, administrative, legislative or judicial authority or power. In such circumstances the Notes shall be redeemable at the option of the Issuer at an amount equal to the Fair Market Value of the Notes (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner).

Optional Early Redemption (Call)

5.4 If this Condition 5.4 is specified in the Pricing Supplement as being applicable, then the Issuer may, having given the appropriate notice and subject to such conditions as may be specified in the Pricing Supplement, redeem all (but not, unless and to the extent that the Pricing Supplement specifies otherwise, some only) of the Notes of the relevant Series at their call early redemption amount (the “**Early Redemption Amount (Call)**”) (which shall be their principal amount or, in the case of Notes which are non-interest bearing, their Amortised Face Amount (as defined in Condition 5.12) or such other redemption amount as may be specified in, or determined in accordance with the provisions of, the Pricing Supplement), together with accrued interest (if any) thereon on the date specified in such notice.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under Condition 5.7.

5.5 The appropriate notice referred to in Condition 5.4 is a notice given by the Issuer to the Holders of the Notes of the relevant Series in accordance with Condition 14, which notice shall be irrevocable and shall specify:

- the Series of Notes subject to redemption;
- whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of and (except in the case of a Temporary Global Note or Permanent Global Note) the serial numbers of the Notes of the relevant Series which are to be redeemed;
- the due date for such redemption, which shall be not less than thirty days nor more than sixty days after the date on which such notice is given and which shall be such date or the next of such dates (“**Call Option Date(s)**”) or a day falling within such period (“**Call Option Period**”), as may be specified in the Pricing Supplement and which is, in the case of Notes which bear interest at a floating rate, a date upon which interest is payable; and
- the Early Redemption Amount (Call) at which such Notes are to be redeemed.

Partial Redemption

5.6 If the Notes of a Series are to be redeemed in part only on any date in accordance with Condition 5.4:

- in the case of Bearer Notes (other than a Temporary Global Note or Permanent Global Note), the Notes to be redeemed shall be drawn by lot in such European city as the Issuing and Paying Agent may specify, or identified in such other manner or in such other place as the Issuing and Paying Agent may approve and deem appropriate and fair;
- in the case of a Temporary Global Note or a Permanent Global Note, the Notes to be redeemed shall be selected in accordance with the rules of the CMU Service and/or Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system; and
- in the case of Registered Notes, the Notes shall be redeemed (so far as may be practicable) pro rata to their principal amounts, provided always that the amount redeemed in respect of each Note shall be equal to the minimum denomination thereof or an integral multiple thereof,

subject always to compliance with all applicable laws and the requirements of any stock exchange on which the relevant Notes may be listed.

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Conditions 2.4 to 2.8 which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

Optional Early Redemption (Put)

5.7 If this Condition 5.7 is specified in the Pricing Supplement as being applicable, then the Issuer shall, upon the exercise of the relevant option by the Holder of any Note of the relevant Series, redeem such Note on the date specified in the relevant Put Notice (as defined below) at its put early redemption amount (the “**Early Redemption Amount (Put)**”) (which shall be its principal amount or, if such Note is non-interest bearing, its Amortised Face Amount (as defined in Condition 5.12) or such other redemption amount as may be specified in, or determined in accordance with the provisions of, the Pricing Supplement), together with accrued interest (if any) thereon. In order to exercise such option, the Holder must, not less than forty-five days before the date on which such redemption is required to be made as specified in the Put Notice (which date shall be such date or the next of the dates (“**Put Date(s)**”) or a day falling within such period (“**Put Period**”) as may be specified in the Pricing Supplement), deposit the relevant Note (together, in the case of an interest-bearing Definitive Note, with all unmatured Coupons appertaining thereto other than any Coupon maturing on or before the date of redemption (failing which the provisions of Condition 8.1(f) apply)) during normal business hours at the specified office of, in the case of a Bearer Note, any Paying Agent or, in the case of a Registered Note, the Registrar together with a duly completed early redemption notice (“**Put Notice**”) in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar specifying, in the case of a Temporary Global Note or Permanent Global Note or Registered Note, the aggregate principal amount in respect of which such option is exercised (which must be the minimum denomination specified in the Pricing Supplement or an integral multiple thereof). No Note so deposited and option exercised may be withdrawn (except as provided in the Issuing and Paying Agency Agreement).

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Conditions 2.4 to 2.8 which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

The Holder of a Note may not exercise such option in respect of any Note which is the subject of a prior exercise by the Issuer of its option to redeem such Note under either Condition 5.2, 5.3 or 5.4.

Purchase of Notes

5.8 The Issuer, the Guarantor (except in the case of Notes issued by the Bank) and any of their respective subsidiaries may at any time purchase Notes in the open market or otherwise and at any price provided that all unmatured Coupons appertaining thereto are purchased therewith.

Cancellation of Redeemed and Purchased Notes

5.9 Notes and Coupons purchased in accordance with this Condition 5 may be held, surrendered for cancellation or reissued or resold, and any Notes so reissued or resold shall for all purposes be deemed to form part of the original Series of Notes. All unmatured Notes and Coupons redeemed in accordance with this Condition 5 will be cancelled forthwith and may not be reissued or resold.

Further Provisions applicable to Redemption Amounts

5.10 The provisions of Condition 4.9 and the last paragraph of Condition 4.10 shall apply to any determination or calculation of the Redemption Amount required by the Pricing Supplement to be made by the Calculation Agent (as defined in Condition 4.12).

5.11 References herein to “**Redemption Amount**” shall mean, as appropriate, the Maturity Redemption Amount, Early Redemption Amount (Tax), Early Redemption Amount (Call), Early Redemption Amount (Put) and Early Termination Amount (as defined in Condition 6.2) or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the Pricing Supplement.

5.12 In the case of any Note which is non-interest bearing, the “**Amortised Face Amount**” shall be an amount equal to the sum of:

- (a) the Issue Price specified in the Pricing Supplement; and
- (b) the product of the Amortisation Yield (compounded annually) being applied to the Issue Price from (and including) the Issue Date specified in the Pricing Supplement to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of the Day Count Fraction (as defined in Condition 4.12) specified in the Pricing Supplement for the purposes of Condition 4.11.

5.13 If any Redemption Amount (other than the Maturity Redemption Amount) is improperly withheld or refused or default is otherwise made in the payment thereof, the Amortised Face Amount shall be calculated as provided in Condition 5.12 but as if references in subparagraph (ii) to the date fixed for redemption or the date upon which such Note becomes due and repayable were replaced by references to the earlier of:

- (a) the date on which, upon due presentation or surrender of the relevant Note (if required), the relevant payment is made; and
- (b) (except where presentation or surrender of the relevant Note is not required as a precondition of payment), the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 14 of that circumstance (except to the extent that there is a failure in the subsequent payment thereof to the relevant Holder).

6 Enforcement

6.1 Events of Default

- (a) The following events or circumstances as modified by, and/or such other events as may be specified in, the Pricing Supplement (each an “**Event of Default**”) shall be acceleration events in relation to the Notes of any Series, namely, default is made in the payment of any amount of principal or interest in respect of the Notes on the due date for payment thereof and such default continues for 14 days, provided that it shall not be an Event of Default to withhold or refuse any such payment (i) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment or (ii) in cases of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice given at any time during the said period of 14 days by independent legal advisers of recognised standing as to such validity or applicability.
- (b) If any Event of Default shall occur in relation to any Series of Notes, any Holder of a Note of the relevant Series may, by written notice to the Issuer, at the specified office of the Issuing and Paying Agent, declare that such Note and (if the Note is interest-bearing) all interest then accrued on such Note shall be forthwith due and payable, whereupon the same shall become immediately due and payable at its Early Termination Amount (as defined in Condition 6.2), together with all interest (if any) accrued thereon without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Notes to the contrary notwithstanding, unless, prior thereto, all Events of Default in respect of the Notes of the relevant Series shall have been cured.

6.2 *Winding-up of the Bank*

In the event of an order being made or an effective resolution being passed for the winding-up of the Bank in Hong Kong (otherwise than in connection with a scheme of reconstruction or amalgamation the terms of which shall previously have been approved by an Extraordinary Resolution (as defined in the Issuing and Paying Agency Agreement) of the Holders of the relevant Series of Notes) any Holder of a Note may, by written notice to the Issuer, at the specified office of the Issuing and Paying Agent, declare such Note and (if the Note is interest-bearing) all interest then accrued on such Note to be forthwith due and payable, whereupon the same shall become immediately due and payable at its early termination amount (the “**Early Termination Amount**”) (which shall be its principal amount (unless otherwise specified in the applicable Pricing Supplement) or, if such Note is non-interest bearing, its Amortised Face Amount (as defined in Condition 5.12) (unless otherwise specified in the applicable Pricing Supplement)).

6.3 *No Other Remedies*

No remedy against any New Issuer or the Bank other than as specifically provided by this Condition 6 shall be available to the Noteholders or Couponholders in respect of any Series of Notes whether for the recovery of amounts owing in respect of such Notes or the Coupons appertaining thereto or in respect of any breach by any New Issuer or the Bank of any obligation, condition or provision under such Notes or Coupons or otherwise.

7 **Taxation**

7.1 All payments (whether in respect of principal, interest or otherwise) in respect of the Notes or under the Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Hong Kong or (in the case of Notes issued by any New Issuer) the jurisdiction of incorporation of the relevant New Issuer, or (in any such case) any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in the receipt by the Holder of such amounts as would have been received by such Holder if no such withholding or deduction had been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- (a) by or on behalf of a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with Hong Kong or the jurisdiction of incorporation of the relevant New Issuer (in the case of Notes issued by a New Issuer) other than the mere holding of such Note or Coupon; or
- (b) more than thirty days after the Relevant Date except to the extent that the Holder thereof would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of thirty days.

7.2 Notwithstanding any other provision of these Terms and Conditions, any amounts to be paid on the Notes by or on behalf of the Issuers will be paid net of any withholding or deduction required pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) (“**871(m) Withholding**”), and any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Section 1471 through 1474 of the Code, any regulation or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto (“**FATCA Withholding**”). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of 871(m) Withholding or FATCA Withholding.

- 7.3 For the purposes of these Terms and Conditions, the “**Relevant Date**” means whichever is the later of (i) the date on which the payment in question first becomes due and (ii) if the full amount payable has not been duly paid to the Issuing and Paying Agent, or as the case may be, the Registrar in accordance with the Issuing and Paying Agency Agreement on or prior to such due date, the date on which, such full amount having been so duly paid and remaining available for payment to Holders, notice to that effect has been given to the Holders of the Notes of the relevant Series in accordance with Condition 14.
- 7.4 If the Issuer or (except in the case of Notes issued by the Bank) the Guarantor becomes subject at any time to any taxing jurisdiction other than Hong Kong or the jurisdiction of incorporation of the relevant New Issuer, as relevant, references in Condition 5.2 and Condition 7.1 to Hong Kong or the jurisdiction of incorporation of such New Issuer shall be read and construed as references to Hong Kong or the jurisdiction of incorporation of such New Issuer and/or to such other jurisdiction(s).
- 7.5 Any reference in these Terms and Conditions to “**principal**” and/or “**interest**” in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition 7. Unless the context otherwise requires, any reference in these Terms and Conditions to “**principal**” shall include any premium payable in respect of a Note, any Redemption Amount and any other amounts in the nature of principal payable pursuant to these Terms and Conditions and “**interest**” shall include all amounts payable pursuant to Condition 4 and any other amounts in the nature of interest payable pursuant to these Terms and Conditions.

8 Payments

8.1 Payments - Bearer Notes

- (a) This Condition 8.1 is applicable in relation to Notes in bearer form.
- (b) Payment of amounts (other than interest) due in respect of Bearer Notes will be made against presentation and (save in the case of partial payment) surrender of the relevant Bearer Notes at the specified office of any of the Paying Agents.
- (c) Payment of amounts in respect of interest on Bearer Notes will be made:
- (i) in the case of a Temporary Global Note or Permanent Global Note, against presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents outside (unless Condition 8.1(d) applies) the United States (which term, as used therein, means the United States and its possessions) and, in the case of a Temporary Global Note, upon due certification as required therein;
 - (ii) in the case of Definitive Notes without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Notes at the specified office of any of the Paying Agents outside (unless Condition 8.1(d) applies) the United States; and
 - (iii) in the case of Definitive Notes delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Notes, in either case at the specified office of any of the Paying Agents outside (unless Condition 8.1(d) applies) the United States.
- (d) Payments of amounts due in respect of interest on the Bearer Notes and exchanges of Talons for Coupon sheets in accordance with Condition 8.1(g) will not be made at the specified office of any Paying Agent in the United States unless (a) payment in full of amounts due in respect of interest on such Notes when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (b) such payment or exchange is permitted by applicable United States law. If paragraphs (a) and (b) of the previous sentence apply, the Issuer and (except in the case of Notes issued by the Bank) the Guarantor shall forthwith appoint a further Paying Agent with a specified office in New York City.

- (e) If the due date for payment of any amount due in respect of any Bearer Note is not a Relevant Financial Centre Day (as defined in Condition 8.3(d)), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day, and from such day and thereafter will be entitled to receive payment by cheque on any local banking day, and will be entitled to payment by transfer to a designated account on any day which is a local banking day, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 4.8 or, if appropriate, Condition 4.11.
- (f) Each Definitive Note initially delivered with Coupons or Talons attached thereto should be presented and, save in the case of partial payment of the Redemption Amount, surrendered for final redemption together with all unmatured Coupons and Talons relating thereto, failing which:
 - (i) if the Pricing Supplement specifies that this paragraph (i) of Condition 8.1(f) is applicable (and, in the absence of specification, this paragraph (i) shall apply to Definitive Notes which bear interest at a fixed rate or rates or in fixed amounts) and subject as hereinafter provided, the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing Coupon which the Redemption Amount paid bears to the total Redemption Amount due) (excluding, for this purpose, but without prejudice to paragraph (iii) below, Talons) will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time within ten years of the Relevant Date applicable to payment of such Redemption Amount;
 - (ii) if the Pricing Supplement specifies that this paragraph (ii) of Condition 8.1(f) is applicable (and, in the absence of specification, this paragraph (ii) shall apply to Notes which bear interest at a floating rate or rates or in variable amounts) all unmatured Coupons (excluding, for this purpose, but without prejudice to paragraph below, Talons) relating to such Definitive Notes (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them; and
 - (iii) in the case of Definitive Notes initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them.

The provisions of paragraph (i) of this Condition 8.1(f) notwithstanding, if any Definitive Notes should be issued with a maturity date and an Interest Rate or Rates such that, on the presentation for payment of any such Definitive Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted would be greater than the Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the Redemption Amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Definitive Note to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

- (g) In relation to Definitive Notes initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 8.1(d) applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purpose of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

8.2 *Payments - Registered Notes*

- (a) This Condition 8.2 is applicable in relation to Notes in registered form.
- (b) Payment of the Redemption Amount (together with accrued interest) due in respect of Registered Notes will be made against presentation and, save in the case of partial payment of the Redemption Amount, surrender of the relevant Registered Notes at the specified office of the Registrar. If the due date for payment of the Redemption Amount of any Registered Note is not a Relevant Financial Centre Day (as defined in Condition 8.3(d)), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day, and from such day and thereafter will be entitled to receive payment by cheque on any local banking day, and, will be entitled to payment by transfer to a designated account on any day which is a local banking day, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 4.8 or, as appropriate, Condition 4.11.
- (c) Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Notes will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar (i) where in global form, at the close of the business day (being for this purpose, in respect of Notes clearing through Euroclear and Clearstream, Luxembourg, a day on which Euroclear and Clearstream, Luxembourg are open for business, and in respect of Notes clearing through the CMU Service, a day on which the CMU Service is open for business) before the relevant due date, and (ii) where in definitive form, as at opening of business (local time in the place of the specified office of the Registrar) on the fifteenth Relevant Banking Day (as defined in Condition 2.7) before the due date for such payment (the “**Record Date**”).
- (d) Notwithstanding the provisions of Condition 8.3(b), payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Notes will be made in the currency in which such amount is due by cheque (in the case of payment in Pounds Sterling, drawn on a town clearing branch of a bank in the city of London) and posted to the address (as recorded in the register held by the Registrar) of the Holder thereof (or, in the case of joint Holders, the first-named) on the Relevant Banking Day (as defined in Condition 2.7) not later than the relevant due date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account denominated in the relevant currency (or if the relevant currency is euro, any other account to which euro may be transferred or credited) in which case payment shall be made on the relevant due date for payment by transfer to such account. In the case of payment by transfer to an account, if the due date for any such payment is not a Relevant Financial Centre Day, then the Holder thereof will not be entitled to payment thereof until the first day thereafter which is a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 4.8 or, as appropriate, Condition 4.11.

8.3 *Payments - General Provisions*

- (a) Save as otherwise specified in these Terms and Conditions, this Condition 8.3 is applicable in relation to Notes whether in bearer or in registered form.
- (b) Payments of amounts due (whether principal, interest or otherwise) in respect of Notes will be made in the currency in which such amount is due by transfer to an account denominated in the relevant currency (or if the relevant currency is euro, any other account to which euro may be transferred or credited) specified by the payee, except where payments of amounts due (whether

principal, interest or otherwise) in respect of Notes are in Offshore Renminbi, such payments will be made by credit or transfer to an account denominated in Offshore Renminbi and maintained by the payee with a bank in the relevant Offshore RMB Centre in accordance with applicable laws, rules and regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to settlement in Offshore Renminbi in the relevant Offshore RMB Centre). Payments will, without prejudice to the provisions of Condition 7, be subject in all cases to any applicable fiscal or other laws and regulations in the place of payment.

- (c) Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7; (ii) any 871(m) Withholding; and (iii) any FATCA Withholding.

In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Notes, the Issuer shall be entitled to withhold on any “dividend equivalent” (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law.

Payments on the Notes that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to dividends on such U.S. securities that are reinvested at a rate of 70%. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30 per cent. of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

- (d) For the purposes of these Terms and Conditions:
- (i) “**Relevant Financial Centre Day**” means (i) a day on which commercial banks and foreign exchange markets settle payments in the Relevant Financial Centre and in any other place or any other days as may be specified in the Pricing Supplement and (ii) in the case of payment in euro, a TARGET2 Business Day; and
- (ii) “**local banking day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of presentation of the relevant Note or, as the case may be, Coupon.
- (e) No commissions or expenses shall be charged to the Holders of Notes or Coupons in respect of such payments.

8.4 *Redenomination, Renominalisation and Reconventioning*

- (a) This Condition 8.4 is applicable to the Notes only if it is specified in the relevant Pricing Supplement as being applicable.
- (b) If the country of the currency in which the Notes are denominated becomes or, announces its intention to become, a Participating Member State, the Issuer may, without the consent of the Holders of the Notes and the Holders of the Coupons, on giving at least 30 days’ prior notice to the Holders of the Notes and the Paying Agents (and, in the case of Registered Notes, the Registrar) in accordance with Condition 14, designate a date (the “**Redenomination Date**”), being an Interest Payment Date under the Notes falling on or after the date on which such country becomes a Participating Member State.
- (c) Notwithstanding the other provisions of these Terms and Conditions, with effect from the Redenomination Date:
- (i) the Notes shall be deemed to be redenominated in euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in the relevant currency, converted into euro at the rate for conversion of such currency into euro established by the Council of the European Union pursuant to the Treaty (including

compliance with rules relating to rounding in accordance with European Union regulations); *provided, however, that*, if the Issuer determines, with the agreement of the Issuing and Paying Agent that the then market practice in respect of the redenomination in euro 0.01 of internationally offered securities is different from that specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Holders of the Notes and the Holders of the Coupons, each stock exchange (if any) on which the Notes are then listed and the Paying Agents (and, in the case of Registered Notes, the Registrar) of such deemed amendments;

- (ii) if Notes have been issued in bearer definitive form:
 - (A) all unmatured Coupons denominated in the relevant currency (whether or not attached to the Notes) will become void with effect from the date (the “**Euro Exchange Date**”) on which the Issuer gives notice (the “**Euro Exchange Notice**”) to the Holders of the Notes that replacement Notes and Coupons denominated in euro are available for exchange (provided that such Notes and Coupons are available) and no payments will be made in respect thereof;
 - (B) the payment obligations contained in all Notes denominated in the relevant currency will become void on the Euro Exchange Date but all other obligations of the Issuer thereunder (including the obligation to exchange such Notes in accordance with this Condition 8.4) shall remain in full force and effect; and
 - (C) new Notes and Coupons denominated in euro will be issued in exchange for Notes and Coupons denominated in the relevant currency in such manner as the Issuing and Paying Agent may specify and as shall be notified to the Holders of the Notes in the Euro Exchange Notice.
- (d) Following redenomination of the Notes pursuant to this Condition 8.4, where Notes have been issued in bearer definitive form, the amount of interest due in respect of the Notes will be calculated by reference to the Calculation Amount of the Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant Holder.
- (e) If the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined, with effect from the Redenomination Date the Interest Determination Date shall be deemed to be the date falling two TARGET2 Business Days before the first day of the relevant Interest Period.

8.5 *Payment of Alternative Payment Currency Equivalent*

- (a) Save as otherwise specified in paragraph (b) below, this Condition 8.5 is applicable in relation to Notes whether the Settlement Currency for which is RMB or otherwise, if it is specified in the relevant Pricing Supplement as being applicable.
- (b) In respect of Notes for which the Settlement Currency is RMB, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able to satisfy payments in respect of the Notes when due in Offshore RMB in the relevant Offshore RMB Centre, the Issuer may settle any such payment in U.S. dollars or any other currency specified as the Alternative Payment Currency in the relevant Pricing Supplement on the due date at the Alternative Payment Currency Equivalent of any such amount due.
- (c) If by reason of an FX Disruption Event or the relevant clearing system ceasing to accept payments in the Settlement Currency, the Issuer is not able to satisfy payments in respect of the Notes when due in the Settlement Currency, the Issuer may settle any such payment in U.S. dollars or any other currency specified as the Alternative Payment Currency in the relevant Pricing Supplement on the due date at the Alternative Payment Currency Equivalent of any such amount due.

- (d) All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8.5 (*Payments — Payment of Alternative Payment Currency Equivalent*) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agents and all Noteholders. By acceptance thereof, purchasers of the Notes will be deemed to have acknowledged and agreed and to have waived any and all actual or potential conflicts of interest that may arise as a result of the calculation of the Alternative Payment Currency Equivalent by the Calculation Agent.

8.6 *FX Disruption Event*

- (a) This Condition 8.6 is applicable to the Notes only if it is specified in the relevant Pricing Supplement as being applicable.
- (b) If on any day on which the Calculation Agent is required to determine the Underlying Currency Pair Exchange Rate as further set out in the relevant Pricing Supplement (a “**Scheduled FX Fixing Day**”), an FX Disruption Event occurs, then such Scheduled FX Fixing Day shall be postponed until the first day after the Scheduled FX Fixing Day on which no FX Disruption Event occurs (the “**Revised FX Fixing Day**”), provided that if the Revised FX Fixing Day has not occurred within 5 calendar days following the Scheduled FX Fixing Day, then the Issuer will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue. If the Issuer determines that the relevant Notes shall continue, the Calculation Agent may make such adjustment(s) as it, in its sole and absolute discretion, determines to be appropriate, if any, to any terms of the Notes and such adjustment shall be effective on such date selected by the Calculation Agent in its sole and absolute discretion. If the Issuer determines in its sole and absolute discretion that the Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the Noteholders to receive any amount of interest and/or the Maturity Redemption Amount at maturity (or any other payment or settlement amount to be made by the Issuer under the Notes) shall cease and the Issuer’s obligations under the relevant Notes shall be satisfied in full upon payment of their early redemption amount (the “**Early Redemption Amount (FX Disruption Event)**”) (which may be in the Settlement Currency or such other currency as determined by the Calculation Agent and which shall be their Fair Market Value or such other redemption amount as may be specified in, or determined in accordance with the provisions of, the Pricing Supplement) as determined by the Calculation Agent. If the Revised FX Fixing Day would fall on a day which is less than five Relevant Financial Centre Days prior to the Maturity Date, the Calculation Agent will determine the relevant Underlying Currency Pair Exchange Rate in its sole and absolute discretion acting in good faith. Without limiting the obligation of the Calculation Agent to notify the Noteholders of the occurrence of an FX Disruption Event, failure by the Calculation Agent to notify the Noteholders of the occurrence of an FX Disruption Event shall not affect the validity of the occurrence and effect of such FX Disruption Event on the Notes.

9 Valuation, Adjustments, Extraordinary Events affecting Securities and Indices

9.1 *Valuation, Market Disruption and Averaging Dates*

- (a) “**Valuation Time**” means:
- (i) in relation to each Security to be valued or each Index (other than a Multiple Exchange Index) the level of which is to be determined, the time specified as such in the relevant Pricing Supplement or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant day in relation to such Security or Index, as applicable, provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time,

- (ii) in relation to a Multiple Exchange Index, (a) for the purposes of determining whether a Market Disruption Event has occurred: (1) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (2) in respect of any options contracts or future contracts on the Multiple Exchange Index, the close of trading on the Related Exchange; and (b) in all other circumstances, the time at which the official closing level of the Multiple Exchange Index is calculated and published by the Sponsor.
- (b) **“Valuation Date”** means:
- (i) *Index-Linked Notes*
 - (A) in respect of an Index-Linked Note (as specified in the relevant Pricing Supplement) which relates to a single Index, each date specified or otherwise determined as provided in the relevant Pricing Supplement (such date, a **“Specified Valuation Date”**), or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day; or
 - (B) in respect of an Index-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Indices, the Specified Valuation Date, or (I) if such date is not a Scheduled Trading Day in respect of an Index (such Index, an **“Affected Index”**) and **“Common Scheduled Trading Days”** is not specified as applying in the applicable Pricing Supplement, (x) the Valuation Date for each Index for which the Specified Valuation Date is a Scheduled Trading Day shall be the Specified Valuation Date and (y) the Valuation Date for each Affected Index shall be the next following Scheduled Trading Day in respect of such Affected Index or (II) if such date is not a Scheduled Trading Day in respect of an Index and **“Common Scheduled Trading Days”** is specified as applying in the applicable Pricing Supplement, the Valuation Date for all Indices shall be the next following Common Scheduled Trading Day, unless, in each case, Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day.

If such day is a Disrupted Day then:

- (C) in the case of an Index-Linked Note (as specified in the relevant Pricing Supplement) which relates to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Valuation Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Valuation Date is a Disrupted Day. In that case: (I) the Deemed Valuation Date (as specified in the Pricing Supplement) shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day and (II) the Calculation Agent shall determine the level of the Index including a Multiple Exchange Index, as of the Valuation Time on the Deemed Valuation Date in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Deemed Valuation Date of each security/commodity comprised in the Index or each Component Security of the Multiple Exchange Index, as the case may be (or if an event giving rise to a Disrupted Day has occurred in respect of the relevant security/commodity or Component Security, as the case may be, on the Deemed Valuation Date, its good faith estimate of the value for the relevant security/commodity or Component Security, as the case may be, as of the Valuation Time on the Deemed Valuation Date); or
- (D) in the case of an Index-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Indices, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index affected by the occurrence of a Disrupted Day (each an **“Affected Index”**) shall be the first succeeding Scheduled Trading Day that is not a

Disrupted Day relating to the Affected Index, unless each of the Valuation Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Valuation Date is a Disrupted Day relating to that Affected Index. In that case, (I) the Deemed Valuation Date (as specified in the Pricing Supplement) shall be deemed to be the Valuation Date for the Affected Index, notwithstanding the fact that such day is a Disrupted Day, and (II) the Calculation Agent shall determine the level of that Index as of the Valuation Time on the Deemed Valuation Date in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Deemed Valuation Date of each security/commodity comprised in that Index or each Component Security of the Multiple Exchange Index, as the case may be (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security/commodity or Component Security, as the case may be, on the Deemed Valuation Date, its good faith estimate of the value for the relevant security/commodity or Component Security, as the case may be, as of the Valuation Time on the Deemed Valuation Date).

(ii) *Equity-Linked Notes*

- (A) in respect of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a single Security, each date specified or otherwise determined as provided in the relevant Pricing Supplement (the “**Specified Valuation Date**”), or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day; or
- (B) in respect of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Securities, the Specified Valuation Date, or (I) if such date is not a Scheduled Trading Day in respect of a Security (such Security, an “**Affected Security**”) and “**Common Scheduled Trading Days**” is not specified as applying in the applicable Pricing Supplement, (x) the Valuation Date for each Security for which the Specified Valuation Date is a Scheduled Trading Day shall be the Specified Valuation Date and (y) the Valuation Date for each Affected Security shall be the next following Scheduled Trading Day in respect of such Affected Security or (II) if such date is not a Scheduled Trading Day in respect of a Security and “**Common Scheduled Trading Days**” is specified as applying in the applicable Pricing Supplement, the Valuation Date for all Securities shall be the next following Common Scheduled Trading Day, unless, in each case, Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day.

If such day is a Disrupted Day then:

- (C) in the case of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a single Security, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Valuation Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Valuation Date is a Disrupted Day. In that case (I) the Deemed Valuation Date (as specified in the Pricing Supplement) shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (II) the Calculation Agent shall determine its good faith estimate of the value for the Security as of the Valuation Time on the Deemed Valuation Date; or
- (D) in the case of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Securities, the Valuation Date for each Security not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Security affected (each an “**Affected Security**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Security, unless each of the Valuation Rollover Days (as specified in the Pricing Supplement) immediately

following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Security. In that case, (I) the Deemed Valuation Date (as specified in the Pricing Supplement) shall be deemed to be the Valuation Date for the Affected Security, notwithstanding the fact that such day is a Disrupted Day, and (II) the Calculation Agent shall determine its good faith estimate of the value for the Affected Security as of the Valuation Time on the Deemed Valuation Date.

(iii) *Notes linked to a basket of Reference Asset Components*

In respect of a Note (as specified in the relevant Pricing Supplement) linked to a basket of Reference Asset Components, each date specified or otherwise determined as provided in the relevant Pricing Supplement (the “**Specified Valuation Date**”), or (A) if such date is not a Scheduled Trading Day in respect of a Reference Asset Component (such Reference Asset Component an “**Affected Reference Asset Component**”) and “**Common Scheduled Trading Days**” is not specified as applying in the applicable Pricing Supplement, (I) the Valuation Date for each Reference Asset Component for which the Specified Valuation Date is a Scheduled Trading Day shall be the Specified Valuation Date and (II) the Valuation Date for each Affected Reference Asset Component shall be the next following Scheduled Trading Day in respect of such Affected Reference Asset Component or (B) if such date is not a Scheduled Trading Day and “**Common Scheduled Trading Days**” is specified as applying in the applicable Pricing Supplement, the Valuation Date for all Reference Asset Components shall be the next following Common Scheduled Trading Day, unless, in each case, Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day.

If such day is a Disrupted Day then, the Valuation Date for each Reference Asset Component not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Reference Asset Component affected (each an “**Affected Reference Asset Component**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Reference Asset Component, unless each of the Valuation Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Reference Asset Component. In that case, (A) the Deemed Valuation Date (as specified in the Pricing Supplement) shall be deemed to be the Valuation Date for the Affected Reference Asset Component, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine its good faith estimate of the value for the Affected Reference Asset Component as of the Valuation Time on the Deemed Valuation Date.

(c) “**Market Disruption Event**” in relation to an Index-Linked Note or an Equity-Linked Note (as specified in the relevant Pricing Supplement) means:

(i) in respect of an Index (other than a Multiple Exchange Index) to which an Index-Linked Note relates:

(A) the occurrence or existence of:

(i) a Trading Disruption; or

(ii) an Exchange Disruption,

which in either case the Calculation Agent determines, in its sole and absolute discretion, to be material at any time during the one hour period that ends at the relevant Valuation Time; or

(B) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if a Market Disruption Event occurs in respect of a security/commodity included in the Index at any time, then the relevant percentage contribution of that

security/commodity to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that security/commodity and (ii) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event;

- (ii) in respect of a Security to which an Equity-Linked Note relates:
 - (A) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time of:
 - (i) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
 - (aa) relating to the Security on the Exchange; or
 - (bb) in futures or options contracts relating to the Security on any relevant Related Exchange; or
 - (ii) any event (other than an event described in (B) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for, the Securities on the Exchange, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Security on any relevant Related Exchange,

which in either case the Calculation Agent determines, in its sole and absolute discretion, to be material; or

- (B) the closure on any Exchange Business Day of any relevant Exchange(s) or Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; and

- (iii) in respect of a Multiple Exchange Index to which an Index-Linked Note relates, either:

- (A) the occurrence or existence, in respect of any Component Security, of:
 - (i) a Trading Disruption, or
 - (ii) an Exchange Disruption,

which in either case the Calculation Agent determines, in its sole and absolute discretion, to be material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or

- (iii) an Early Closure;

where the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Multiple Exchange Index; or

- (B) the occurrence or existence, in respect of futures or options contracts relating to the Multiple Exchange Index of:

(i) a Trading Disruption; or

(ii) an Exchange Disruption,

which in either case the Calculation Agent determines, in its sole and absolute discretion, to be material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Related Exchange; or

(iii) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multiple Exchange Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Multiple Exchange Index shall be based on a comparison of (x) the portion of the level of the Multiple Exchange Index attributable to that Component Security to (y) the overall level of the Multiple Exchange Index, in each case using the official opening weightings as published by the Sponsor as part of the market “**opening data**”.

(d) If Averaging Dates are specified in the relevant Pricing Supplement, then notwithstanding any other provisions of these Terms and Conditions, the following provisions will apply to the valuation of the relevant Index or Securities:

(i) **Averaging Date** means, in respect of each Valuation Date, each date specified or otherwise determined as provided in the relevant Pricing Supplement (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day).

(ii) The Maturity Redemption Amount will be:

(A) in respect of an Index-Linked Note or an Equity-Linked Note settled by way of Cash Settlement which, in either case, relates to a single Security or Index (as the case may be), the arithmetic mean of the Relevant Prices of the Index or the Securities on each Averaging Date;

(B) in respect of an Index-Linked Note which relates to a basket of Indices, the arithmetic mean of the amounts for such basket determined by the Calculation Agent in its sole and absolute discretion as provided in the relevant Pricing Supplement at the relevant Valuation Time on each Averaging Date or, if no means for determining the Maturity Redemption Amount is so provided, the arithmetic mean of the amounts for such basket calculated on each Averaging Date as the sum of the Relevant Prices of each Index comprised in such basket (weighted or adjusted in relation to each Index as provided in the relevant Pricing Supplement); and

(C) in respect of an Equity-Linked Note settled by way of Cash Settlement which relates to a basket or Securities, the arithmetic mean of the prices for such basket determined by the Calculation Agent in its sole and absolute discretion as provided in the relevant Pricing Supplement at the relevant Valuation Time on each Averaging Date or, if no means for determining the Maturity Redemption Amount is so provided, the arithmetic mean of the amounts for such basket calculated on each Averaging Date as the sum of the values calculated for the Securities of each Underlying Company as the product of (aa) the Relevant Price of such Security and (bb) the relevant number of such Securities comprised in such basket.

(iii) In the case of any Averaging Date being a Disrupted Day, if the consequence specified in the relevant Pricing Supplement is in relation to “**Averaging Date Market Disruption**”:

(A) “**Omission**”, then such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the relevant Maturity Redemption Amount. If through the operation of this provision no Averaging Date would occur with respect

to the relevant Valuation Date, then Condition 9.1(b) will apply for purposes of determining the relevant level, price or amount on the final Averaging Date with respect to that Valuation Date as if such final Averaging Date were a Valuation Date that was a Disrupted Day;

(B) “**Postponement**”, then Condition 9.1(b) will apply for purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date for the Note; or

(C) “**Modified Postponement**”, then:

(i) in the case of an Index-Linked Note or an Equity-Linked Note which relates to a single Index or type of Security, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on each of the Averaging Rollover Days (as specified in the Pricing Supplement) immediately following the original date that, but for the occurrence of another Averaging Date (or Disrupted Day), would have been the final Averaging Date (the “**Scheduled Final Averaging Date**”) in respect of the relevant Scheduled Valuation Date, then:

(aa) in respect of an Index-Linked Note, the Deemed Averaging Date (as specified in the Pricing Supplement) shall be deemed to be the Averaging Date, (irrespective of whether the Deemed Averaging Date is already an Averaging Date), and the Calculation Agent shall determine, in its sole and absolute discretion, the relevant level for that Averaging Date in accordance with Condition 9.1(b)(i)(C); and

(bb) in respect of an Equity-Linked Note, the Deemed Averaging Date (as specified in the Pricing Supplement) shall be deemed to be the Averaging Date (irrespective of whether the Deemed Averaging Date is already an Averaging Date), and the Calculation Agent shall determine, in its sole and absolute discretion, the relevant price for that Averaging Date in accordance with Condition 9.1(b)(ii)(C); and

(ii) in the case of an Index-Linked Note or an Equity-Linked Note which relate to a basket of Indices or Securities, the Averaging Date for each Index or Security not affected by the occurrence of a Disrupted Day shall be the day specified in the relevant Pricing Supplement as an Averaging Date in relation to the relevant Valuation Date (the “**Scheduled Averaging Date**”) and the Averaging Date for an Index or Security affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Index or Security. If the first succeeding Valid Date in relation to such Index or Security has not occurred as of the Valuation Time on each of the Averaging Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Final Averaging Date that, but for the occurrence of another Averaging Date (or Disrupted Day), would have been the final Averaging Date in relation to the relevant Scheduled Valuation Date, then:

(aa) in respect of an Index-Linked Note, the Deemed Averaging Date (as specified in the Pricing Supplement) shall be deemed to be the Averaging Date (irrespective of whether the Deemed Averaging Date is already an Averaging Date) in relation to such Index, and the Calculation Agent shall determine, in its sole and absolute discretion, the relevant level for that Averaging Date in accordance with Condition 9.1(b)(i)(D); and

(bb) in respect of an Equity-Linked Note, the Deemed Averaging Date (as specified in the Pricing Supplement) shall be deemed to be the Averaging Date (irrespective of whether the Deemed Averaging Date is already an

Averaging Date) in relation to such Security, and the Calculation Agent shall determine, in its sole and absolute discretion, the relevant amount for that Averaging Date in accordance with Condition 9.1(b)(ii)(D).

“Valid Date” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in relation to the relevant Valuation Date does not or is not deemed to occur.

If any Averaging Dates in relation to a Valuation Date occur after that Valuation Date as a result of the occurrence of a Disrupted Day, then (i) the relevant Cash Settlement Payment Date or, as the case may be, the relevant Settlement Date or (ii) the occurrence of an Extraordinary Event or a Potential Adjustment Event shall be determined by reference to the last such Averaging Date as though it were that Valuation Date.

(iv) If (1) on or prior to any Averaging Date in respect of an Index-Linked Note which relates to a single Index or a basket of Indices, as the case may be, an Index Modification or Index Cancellation (in each case, as defined in Condition 9.2) occurs, or (2) on any Averaging Date in respect of an Index-Linked Note which relates to a single Index or a basket of Indices, as the case may be, an Index Disruption (as defined in Condition 9.2) occurs, then the consequences in respect of Index Adjustment Event or Index Cancellation (in each case, as defined in Condition 9.2) for the purpose of Condition 9.2 shall apply to such Index-Linked Note.

(e) **“Fixing Date”** means:

(i) *Index-Linked Notes*

(A) in the case of an Index-Linked Note (as specified in the relevant Pricing Supplement) which relates to a single Index, each date specified or otherwise determined as provided in the relevant Pricing Supplement (such date, a **“Specified Fixing Date”**), or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day; or

(B) in respect of an Index-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Indices, the Specified Fixing Date, or (I) if such date is not a Scheduled Trading Day in respect of an Index (such Index, an **“Affected Index”**) and **“Common Scheduled Trading Days”** is not specified as applying in the applicable Pricing Supplement, (x) the Fixing Date for each Index for which the Specified Fixing Date is a Scheduled Trading Day shall be the Specified Fixing Date and (y) the Fixing Date for each Affected Index shall be the next following Scheduled Trading Day in respect of such Affected Index or (II) if such date is not a Scheduled Trading Day in respect of an Index and **“Common Scheduled Trading Days”** is specified as applying in the applicable Pricing Supplement, the Fixing Date for all Indices shall be the next following Common Scheduled Trading Day, unless, in each case, Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day.

If such day is a Disrupted Day then:

(C) in the case of an Index-Linked Note (as specified in the relevant Pricing Supplement) which relates to a single Index, the Fixing Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Fixing Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Fixing Date is a Disrupted Day. In that case: (I) the Deemed Fixing Date (as specified in the Pricing Supplement) shall be deemed to be the Fixing Date notwithstanding the fact that such day is a Disrupted Day and (II) the Calculation Agent shall determine the level of the Index including a Multiple Exchange Index, as of the Valuation Time on the Deemed Fixing Date in accordance with the formula for and method of

calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Fixing Date of each security/commodity comprised in the Index or each Component Security of the Multiple Exchange Index, as the case may be (or if an event giving rise to a Disrupted Day has occurred in respect of the relevant security/commodity or Component Security, as the case may be, on the Deemed Fixing Date, its good faith estimate of the value for the relevant security/commodity or Component Security, as the case may be, as of the Valuation Time on the Deemed Fixing Date); or

- (D) in the case of an Index-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Indices, the Fixing Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Fixing Date, and the Fixing Date for each Index affected by the occurrence of a Disrupted Day (each an “**Affected Index**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the Fixing Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Fixing Date is a Disrupted Day relating to that Affected Index. In that case, (I) the Deemed Fixing Date (as specified in the Pricing Supplement) shall be deemed to be the Fixing Date for the Affected Index, notwithstanding the fact that such day is a Disrupted Day, and (II) the Calculation Agent shall determine the level of that Index as of the Valuation Time on the Deemed Fixing Date in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Deemed Fixing Date of each security/commodity comprised in that Index or each Component Security of the Multiple Exchange Index, as the case may be (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security/commodity or Component Security, as the case may be, on the Deemed Fixing Date, its good faith estimate of the value for the relevant security/commodity or Component Security, as the case may be, as of the Valuation Time on the Deemed Fixing Date).

(ii) *Equity-Linked Notes*

- (A) in the case of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a single Security, each date specified or otherwise determined as provided in the relevant Pricing Supplement (the “**Specified Fixing Date**”), or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day; or
- (B) in respect of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Securities, the Specified Fixing Date, or (I) if such date is not a Scheduled Trading Day in respect of a Security (such Security, an “**Affected Security**”) and “**Common Scheduled Trading Days**” is not specified as applying in the applicable Pricing Supplement, (x) the Fixing Date for each Security for which the Specified Fixing Date is a Scheduled Trading Day shall be the Specified Fixing Date and (y) the Fixing Date for each Affected Security shall be the next following Scheduled Trading Day in respect of such Affected Security or (II) if such date is not a Scheduled Trading Day in respect of a Security and “**Common Scheduled Trading Days**” is specified as applying in the applicable Pricing Supplement, the Fixing Date for all Securities shall be the next following Common Scheduled Trading Day, unless, in each case, Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day.

If such day is a Disrupted Day then:

- (C) in the case of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a single Security, the Fixing Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Fixing Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled

Fixing Date is a Disrupted Day. In that case (I) the Deemed Fixing Date (as specified in the Pricing Supplement) shall be deemed to be the Fixing Date, notwithstanding the fact that such day is a Disrupted Day, and (II) the Calculation Agent shall determine its good faith estimate of the value for the Security as of the Valuation Time on the Deemed Fixing Date; or

- (D) in the case of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Securities, the Fixing Date for each Security not affected by the occurrence of a Disrupted Day shall be the Scheduled Fixing Date, and the Fixing Date for each Security affected (each an “**Affected Security**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Security, unless each of the Fixing Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Fixing Date is a Disrupted Day relating to the Affected Security. In that case, (I) the Deemed Fixing Date (as specified in the Pricing Supplement) shall be deemed to be the Fixing Date for the Affected Security, notwithstanding the fact that such day is a Disrupted Day, and (II) the Calculation Agent shall determine its good faith estimate of the value for the Affected Security as of the Valuation Time on the Deemed Fixing Date.

(iii) *Notes linked to a basket of Reference Asset Components*

In respect of a Note (as specified in the relevant Pricing Supplement) linked to a basket of Reference Asset Components, each date specified or otherwise determined as provided in the relevant Pricing Supplement (the “**Specified Fixing Date**”), or (A) if such date is not a Scheduled Trading Day in respect of a Reference Asset Component (such Reference Asset Component an “**Affected Reference Asset Component**”) and “**Common Scheduled Trading Days**” is not specified as applying in the applicable Pricing Supplement, (I) the Fixing Date for each Reference Asset Component for which the Specified Fixing Date is a Scheduled Trading Day shall be the Specified Fixing Date and (II) the Fixing Date for each Affected Reference Asset Component shall be the next following Scheduled Trading Day in respect of such Affected Reference Asset Component or (B) if such date is not a Scheduled Trading Day and “**Common Scheduled Trading Days**” is specified as applying in the applicable Pricing Supplement, the Fixing Date for all Reference Asset Components shall be the next following Common Scheduled Trading Day, unless, in each case, Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day.

If such day is a Disrupted Day then, the Fixing Date for each Reference Asset Component not affected by the occurrence of a Disrupted Day shall be the Scheduled Fixing Date, and the Fixing Date for each Reference Asset Component affected (each an “**Affected Reference Asset Component**”) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Reference Asset Component, unless each of the Fixing Rollover Days (as specified in the Pricing Supplement) immediately following the Scheduled Fixing Date is a Disrupted Day relating to the Affected Reference Asset Component. In that case, (A) the Deemed Fixing Date (as specified in the Pricing Supplement) shall be deemed to be the Fixing Date for the Affected Reference Asset Component, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine its good faith estimate of the value for the Affected Reference Asset Component as of the Valuation Time on the Deemed Fixing Date.

9.2 *Adjustments to Index*

This Condition 9.2 is applicable only in relation to Notes specified in the relevant Pricing Supplement as being Index-Linked Notes.

(a) *Index Adjustment Event*

If the relevant Index is (i) not calculated and announced by the agreed sponsor (the “**Sponsor**”), but is calculated and announced by a successor to the Sponsor (the “**Successor Sponsor**”) acceptable to the Issuer or (ii) replaced by a successor Index using, in the determination of the Calculation Agent (such determination to be at the Calculation Agent’s sole and absolute discretion), the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then that Index (the “**Successor Index**”) will be deemed to be the index so calculated and announced by the Successor Sponsor or that successor Index, as the case may be.

If (i) on or prior to any Valuation Date, the Sponsor or (if applicable) the Successor Sponsor makes or announces that it will make a material change in the formula for or the method of calculating the relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock, capitalisation or other routine events) (an “**Index Modification**”), or (ii) on any Valuation Date the Sponsor or (if applicable) the Successor Sponsor fails to calculate and announce a relevant Index (an “**Index Disruption**”, together with an Index Modification, each an “**Index Adjustment Event**”), then the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Notes and, if so, shall determine, in its sole and absolute discretion, whether or not the relevant Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may, without limitation, determine the payment under the Notes using, in lieu of a published level of that Index, the level for that Index as at that Valuation Date as determined by the Calculation Agent in its sole and absolute discretion in accordance with the formula for and method of calculating that Index last in effect prior to that change or failure, but using only those securities/commodities that comprised that Index immediately prior to that Index Adjustment Event (other than those securities that have since ceased to be listed on any relevant Exchange).

If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Holders to receive the relevant Maturity Redemption Amount shall cease and the Issuer’s obligations under the relevant Notes shall be satisfied in full upon payment of the Early Termination Settlement Amount.

If the level of an Index published or announced on a given day and used or to be used by the Calculation Agent to determine the payment under the Notes is subsequently corrected and the correction is published or announced by the Sponsor or a Successor Sponsor on any day before the date on which the relevant payment instructions are given (as notified by the Issuer to the Calculation Agent), the Calculation Agent shall determine the payment under the Notes that is payable as a result of that correction.

(b) *Index Cancellation*

If on or prior to any Valuation Date, the Sponsor or (if applicable) the Successor Sponsor makes or announces that it will permanently cancel the Index and no Successor Index exists (an “**Index Cancellation**”), then:

- (i) the Calculation Agent shall, as soon as is reasonably practicable after determining the same, give notice (an “**Index Cancellation Notice**”) of such Index Cancellation to the Noteholders in accordance with Condition 14 (*Notices*);
- (ii) if Index Substitution is specified as being applicable in the relevant Pricing Supplement, the Calculation Agent shall (acting in good faith and a commercially reasonable manner), determine whether or not and the date as of which the Index is to be substituted with a Substitute Index and, if it so determines, it shall give an Index Substitution Notice to the Noteholders in accordance with Condition 14 (*Notices*) and, with effect from the date so determined, the Substitute Index shall be deemed to be the Index; and

- (iii) if no Substitute Index has been identified within ten Business Days of the giving of such Index Cancellation Notice or if Index Substitution has not been specified as being applicable in the relevant Pricing Supplement, the Calculation Agent shall (acting in good faith and a commercially reasonable manner), determine whether or not the relevant Notes shall continue and:
 - (A) if it determines that the Notes shall continue, then the Calculation Agent shall determine the payment under the Notes using, in lieu of a published level of that Index, the level for that Index as at that Valuation Date as determined by the Calculation Agent in its sole and absolute discretion in accordance with the formula for and method of calculating that Index last in effect prior to that Index Cancellation, but using only those securities/commodities that comprised that Index immediately prior to that Index Cancellation (other than those securities that have since ceased to be listed on any relevant Exchange), and
 - (B) if it determines that the Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Holders to receive the relevant Maturity Redemption Amount shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of the Early Termination Settlement Amount.

For purposes hereof:

“Index Substitution Notice” means a notice specifying a Substitute Index to be substituted for the Index and the date as of which such substitution is to take effect; and

“Substitute Index” means a successor index identified by the Calculation Agent using commercially reasonable efforts, with characteristics, objectives and rules similar to the Index in effect immediately prior to the occurrence of the Index Cancellation.

9.3 *Settlement Disruption*

This Condition 9.3 is applicable only in relation to Equity-Linked Notes which are to be redeemed by the delivery of a Securities Transfer Amount.

In case of Notes to which this Condition 9.3 is applicable, the Calculation Agent shall determine, in its sole and absolute discretion, whether or not at any time a Settlement Disruption Event has occurred and where it determines such an event has occurred and so has prevented delivery of Securities on the original day that but for such Settlement Disruption Event would have been the Settlement Date, then the Settlement Date will be the first succeeding day on which delivery of such Securities can take place through the relevant Clearance System unless a Settlement Disruption Event prevents settlement on each of the eight relevant Clearance System Business Days immediately following the original date (or during such other period (the **“Disruption Period”**) specified in the relevant Pricing Supplement) that, but for the Settlement Disruption Event, would have been the Settlement Date. In that case, if the Securities are Government Bonds or other debt securities, the Issuer shall use reasonable efforts to deliver such Securities promptly thereafter in a commercially reasonable manner (as determined by the Calculation Agent in its sole and absolute discretion) outside the Clearance System and in all other cases (a) if such Securities can be delivered in any other commercially reasonable manner (as determined by the Calculation Agent in its sole and absolute discretion), then the Settlement Date will be the first day on which settlement of a sale of Securities executed on that eighth relevant Clearance System Business Day, or during such other period specified in the relevant Pricing Supplement, customarily would take place using such other commercially reasonable manner (as determined by the Calculation Agent in its sole and absolute discretion) of delivery (which other manner of delivery will be deemed the relevant Clearance System for the purposes of delivery of the relevant Securities), and (b) if such Securities cannot be delivered in any other commercially reasonable manner (as determined by the Calculation Agent in its sole and absolute discretion), then the Settlement Date will be postponed until delivery can be effected through the relevant Clearance System or in any other commercially reasonable manner.

In the case of an Equity-Linked Note (as specified in the relevant Pricing Supplement) which relates to a basket of Securities, if as a result of a Settlement Disruption Event some but not all of the Securities comprised in a basket of Securities are affected, the Settlement Date for Securities not affected by the Settlement Disruption Event will be the original Settlement Date and the Settlement Date for the Securities that are affected by the Settlement Disruption Event shall be determined as provided above. In the event that a Settlement Disruption Event will result in the delivery on a Settlement Date of some but not all of the Securities comprised in a basket of Securities, the Calculation Agent shall determine in its discretion the appropriate *pro rata* portion of the amount payable to be paid by the Issuer in respect of that partial settlement.

For the purposes hereof:

“**Settlement Disruption Event**” in relation to a Security means an event which the Calculation Agent, in its sole and absolute discretion, determines to be beyond the control of the Issuer or relevant obligor and to be an event as a result of which the relevant Clearance System cannot clear the transfer of such Security.

9.4 ***Delivery Disruption***

This Condition 9.4 is applicable only in relation to Equity-Linked Notes which are to be redeemed by the delivery of a Securities Transfer Amount.

In the case of Notes to which this Condition 9.4 is applicable, if the Calculation Agent determines, in its sole and absolute discretion, that a Delivery Disruption Event has occurred, it shall notify the Issuer who shall promptly notify the relevant Holder(s) and the Issuer may then:

- (a) determine, in its sole and absolute discretion, that the obligation to deliver the relevant Securities Transfer Amount will be terminated and the Issuer will pay such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the non-delivery of the Securities Transfer Amount, in which event the entitlements of the respective Holder(s) to receive the relevant Securities Transfer Amount shall cease and the Issuer’s obligations under the Notes shall be satisfied in full upon payment of such amount; or
- (b) deliver on the Settlement Date such amount of the Securities Transfer Amount (if any) as it can deliver on that date and pay such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the non-delivery of the remainder of the Securities Transfer Amount, in which event the entitlements of the respective Holder(s) to receive the relevant Securities Transfer Amount shall cease and the Issuer’s obligations under the Notes shall be satisfied in full upon payment of such amount.

Where this Condition 9.4 falls to be applied, insofar as the Calculation Agent determines in its sole and absolute discretion to be practical, the same shall be applied as between the Holders on a *pro rata* basis, but subject to such rounding down (whether of the amount of a payment or of a number of Securities to be delivered) and also to such other adjustments as the Calculation Agent determines, in its sole and absolute discretion, determines to be appropriate to give practical effect to such provisions.

For the purposes hereof:

“**Delivery Disruption Event**” means, as determined by the Calculation Agent in its sole and absolute discretion, the failure by the Issuer to deliver or to procure delivery on the relevant Settlement Date the Securities Transfer Amount under the relevant Note where such failure to deliver or procure delivery is due to illiquidity in the market for such Securities.

9.5 ***Adjustments and Extraordinary Events affecting Securities***

This Condition 9.5 is applicable only in relation to Equity-Linked Notes.

(a) Adjustments

The Calculation Agent will determine, in its sole and absolute discretion, whether or not at any time a Potential Adjustment Event has occurred and where it determines that such an event has occurred, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Securities. If so, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may make such adjustment as it in its sole and absolute discretion determines to be appropriate, if any, to the formula for the Maturity Redemption Amount set out in the relevant Pricing Supplement, the number of Securities to which each Note relates, the number of Securities comprised in a basket, the amount, the number of or type of shares, other securities or other property which may be delivered pursuant to such Notes and/or any other adjustment and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes as the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to account for that diluting or concentrative effect and determine, in its sole and absolute discretion, the effective date(s) of such adjustment(s).

If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Holders to receive the relevant Maturity Redemption Amount shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of the Early Termination Settlement Amount.

For the purposes hereof:

“Extraordinary Dividend” means, an amount per Security declared by the Underlying Company and characterised by the Calculation Agent, in its absolute discretion, to have a diluting effect on the theoretical value of the relevant Security. For the avoidance of doubt, an Extraordinary Dividend only relates to the occurrence of a Potential Adjustment Event; and

“Potential Adjustment Event” means:

- (i) a subdivision, consolidation or reclassification of relevant Securities (unless resulting in a Merger Event) or a free distribution or dividend of any such Securities to existing holders whether by way of bonus, capitalisation or similar issue; or
- (ii) a distribution, issue or dividend to existing holders of the relevant Securities of (1) such Securities or (2) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Underlying Company equally or proportionately with such payments to holders of any such Securities or (3) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Underlying Company as a result of a spin-off or other similar transaction or (4) any other type of securities, rights or warrants or other assets, in any case for payment (cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent in its sole and absolute discretion; or
- (iii) an Extraordinary Dividend; or
- (iv) a call by the Underlying Company in respect of relevant Securities that are not fully paid; or
- (v) a repurchase by the Underlying Company or any of its subsidiaries of relevant Securities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or

- (vi) in respect of the Underlying Company, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Underlying Company, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Securities; or
- (viii) any other event specified in the relevant Pricing Supplement.

With respect to Securities which are Units in a Fund, “**Potential Adjustment Event**” shall also include:

- (ix) the occurrence of any Potential Adjustment Event in relation to the Units of the Fund or any other shares or securities represented by the Fund;
- (x) a distribution, issue or dividend to existing holders of the relevant Units of (i) an additional amount of such Units or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Fund equally or proportionately with such payments to holders of such Units or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Fund as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent; and
- (xi) a repurchase by the Fund or any of its subsidiaries of relevant Units whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Units initiated by an investor in such Units that is consistent with the Fund Documents.

With respect to Depositary Receipts, “**Potential Adjustment Event**” shall also include (x) the occurrence of any of the events described in (i) to (viii) (inclusive) in respect of the relevant Underlying Securities and (y) the making of any amendment or supplement to the terms of the Deposit Agreement.

(b) Merger Event and Tender Offer

Following the occurrence of any Merger Event in relation to which the Merger Date is on or before the Maturity Date or any Tender Offer in relation to which the Tender Offer Date is on or before the Maturity Date, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may (i) make such adjustment as it, in its sole and absolute discretion, determines to be appropriate, if any, to the exercise, settlement, payment or any other terms of the relevant Notes as the Calculation Agent determines appropriate to account for the economic effect on such Notes of such Merger Event or Tender Offer (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Securities or to such Notes), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event or Tender Offer by an options exchange to options on the relevant Securities traded on such options exchange and (ii) determine the effective date of that adjustment. If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Holders to receive the relevant Securities Transfer

Amount or Maturity Redemption Amount, as the case may be, shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of the Early Termination Settlement Amount.

For the purposes hereof:

"Merger Event" means in respect of any relevant Securities, any:

- (i) reclassification or change of such Securities that results in a transfer of or an irrevocable commitment to transfer all of such Securities outstanding to another entity or person; or
- (ii) consolidation, amalgamation, merger or binding share exchange of the Underlying Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Underlying Company is the continuing entity and which does not result in any such reclassification or change of all of such Securities outstanding); or
- (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Securities of the Underlying Company that results in a transfer of or an irrevocable commitment to transfer all such Securities (other than such Securities owned or controlled by such other entity or person); or
- (iv) consolidation, amalgamation, merger or binding share exchange of the Underlying Company or its subsidiaries with or into another entity in which the Underlying Company is the continuing entity and which does not result in a reclassification or change of all such Securities outstanding but results in the outstanding Securities (other than Securities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Securities immediately following such event, in each case if the Merger Date is on or before the Valuation Date or, if the Notes are to be redeemed by delivery of Securities or Securities Transfer Amount, the Maturity Date;

If the Notes are DR Linked Notes, **"Merger Event"** shall include the occurrence of any of the events described in (i) to (iv) (inclusive) above in relation to the relevant Underlying Securities.

"Merger Date" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent in its sole and absolute discretion;

"Tender Offer" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Underlying Company, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant; and

"Tender Offer Date" means in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

- (c) Nationalisation, Insolvency, Insolvency Filing, Delisting or Extraordinary Fund Event

If:

- (i) all the Securities (or, if the Notes are DR Linked Notes, the relevant Underlying Securities) or all the assets or substantially all the assets of the Underlying Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof (**"Nationalisation"**); or

- (ii) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Underlying Company (a) all the Securities (or where the Notes are DR Linked Notes, the relevant Underlying Securities) of the Underlying Company are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Securities become legally prohibited from transferring them (“**Insolvency**”);
- (iii) the Underlying Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Underlying Company shall not be deemed an Insolvency Filing (“**Insolvency Filing**”);
- (iv) the Exchange announces that pursuant to the rules of such Exchange, the Securities cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) (“**Delisting**”); or
- (v) an Extraordinary Fund Event occurs,

the Calculation Agent will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may make such adjustment as it, in its sole and absolute discretion, determines to be appropriate, to account for the economic effect on such Notes of such Nationalisation, Insolvency, Insolvency Filing, Delisting or Extraordinary Fund Event (as the case may be).

Where the Underlying Company is a Fund, the definitions of “**Nationalisation**” and “**Insolvency**” in Condition 9.5(c) shall be construed, in relation to the Fund, as if references to the Securities issued by the Underlying Company were references to the relevant Units of the Fund or any other shares or securities represented by the Fund.

If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be terminated, then:

- (i) in the case of an Equity-Linked Note which relates to a single Security, the relevant Notes shall be terminated as of the date determined by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Holders to receive the relevant Securities Transfer Amount or Maturity Redemption Amount, as the case may be, shall cease and the Issuer’s obligations under the Notes shall be satisfied in full upon payment of the Early Termination Settlement Amount; and
- (ii) in the case of an Equity-Linked Note which relates to a basket of Securities, the relevant Notes or a portion of the relevant Notes represented by the affected Securities shall be terminated as of the date determined by the Calculation Agent in its sole and absolute discretion and the Issuer shall pay such amount as, in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion), is fair in the circumstances by way of compensation for the Notes or the termination of the portion of the relevant Notes represented by the affected Securities, and in the case of a termination of a portion of the Notes the remainder of the Notes will continue with such basket comprising Securities that are not affected Securities, and the Calculation Agent shall adjust any relevant terms if necessary to preserve as nearly as practicable the economic terms of the Notes for the remaining Securities.

For the purposes hereof and for the purposes of any reference in a Pricing Supplement to **“Announcement Date”**:

“Announcement Date” means (A) in respect of a Nationalisation the date of the first public announcement to nationalise (whether or not subsequently amended) that leads to the Nationalisation, (B) in respect of an Insolvency, the date of the first public announcement of the institution of a proceeding or presentation of a petition or passing of a resolution (or other analogous procedure in any jurisdiction) that leads to the Insolvency, (C) in respect of a Delisting, the date of the first public announcement by the Exchange that the Securities will cease to be listed, traded or publicly quoted in the manner described in Condition 9.5(c)(iv), in each case as determined by the Calculation Agent in its sole and absolute discretion.

(d) Conversion

In respect of an Equity-Linked Note which relates to Government Bonds or other debt securities, following the occurrence of any Conversion, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the Notes will continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the Notes shall continue, it may make such adjustment as it, in its sole and absolute discretion, determines to be appropriate to the formula for the Maturity Redemption Amount set out in the relevant Pricing Supplement, the number of Securities to which each Note relates, the number of Securities comprised in a basket, the amount, number of or type of shares, other securities or other property which may be delivered under such Notes and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes and/or any other adjustment and determine, in its sole and absolute discretion, the effective date(s) of such adjustment. If the Calculation Agent determines, in its sole and absolute discretion, that the Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the respective exercising Holders to receive the relevant Securities Transfer Amount or Maturity Redemption Amount, as the case may be, shall cease and the Issuer’s obligations under the Notes shall be satisfied in full upon payment of the Early Termination Settlement Amount.

For the purposes hereof:

“Conversion” means in respect of any relevant Securities any irreversible conversion by the Underlying Company, of such Securities into other securities.

(e) Corrections to Published Prices affecting Government Bonds or debt securities

In respect of an Equity-Linked Note which relates to Government Bonds or other debt securities, if the price published or announced on a given day and used or to be used by the Calculation Agent to determine a Spot Price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within 30 days of the original publication or announcement, and an amount is repayable to the Issuer as a result of that correction, the Issuer shall be entitled to reimbursement of the relevant payment by the relevant Holder, together with interest on that amount (at a rate per annum that the Calculation Agent determines, in its sole and absolute discretion, to be the spot offered rate for deposits in the relevant Currency (as specified in the Pricing Supplement) in the London interbank market as at approximately 11:00 a.m. London time, or, if spot rates for deposits in such Currency in the London interbank market, at a rate per annum that the Calculation Agent determines, in its sole and absolute discretion, to be the spot offered rate for deposits in the relevant Currency in the interbank market for such Currency as at approximately the time the spot offered rate is fixed for such Currency, on the relevant Cash Settlement Payment Date) for the period from and including the day of payment of the refund or payment resulting from that correction (all as calculated by the Calculation Agent in its sole and absolute discretion). Any such reimbursement shall be effected in such manner as the Issuer shall agree with the Calculation Agent and notified to the relevant Holder by facsimile or telex.

9.6 *Effects of European Economic and Monetary Union*

Following the occurrence of an EMU Event, the Calculation Agent shall make such adjustment (and determine, in its sole and absolute discretion, the effective date of such adjustment) as it, in its sole and absolute discretion, determines to be appropriate, if any, to the formula for the Maturity Redemption Amount set out in the relevant Pricing Supplement, the formula for and method of calculating the relevant Index and/or the securities or other property comprising the relevant Index, the number of and type of Securities to which each Note relates, the number of and type of Securities comprised in a basket, the amount, the number of or type of shares, other securities or other property which may be delivered under such Notes and/or any other adjustment and, in any case, any other variable relevant to the settlement or payment terms of the relevant Notes.

Following the occurrence of an EMU Event, without prejudice to the generality of the foregoing, the Issuer shall be entitled to make such conversions between amounts denominated in the national currency units (the “**National Currency Units**”) of the Participating Member States and the euro, and the euro and the National Currency Units, in each case, in accordance with the conversion rates and rounding rules in Regulation (EC) No. 1103/97 as it, in its sole and absolute discretion, determines to be appropriate.

Neither the Issuer nor the Calculation Agent will be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from any currency conversion or rounding effected in connection therewith.

For the purposes hereof:

“**EMU Event**” means the occurrence of any of the following, as determined by the Calculation Agent, in its sole and absolute discretion:

- (a) the redenomination of any security into euro;
- (b) the change by any organised market, exchange or clearing, payment or settlement system in the unit of account of its operating procedures to the euro;
- (c) any change in the currency of denomination of any Index; or
- (d) any change in the currency in which some or all of the securities or other property comprising any Index is denominated.

“**Participating Member State**” means any member state of the European Union which adopts the single currency in accordance with the Treaty.

9.7 *Additional Disruption Events*

Following the occurrence of any Additional Disruption Event, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may make such adjustment as it, in its sole and absolute discretion, determines to be appropriate, if any, to the amount, number or type of Securities, other property or securities which may be transferred under the Notes, including, without limitation, the formula for the Maturity Redemption Amount set out in the relevant Pricing Supplement and/or any other adjustment which the Calculation Agent, in its sole and absolute discretion, determines to be appropriate to account for the economic effect on such Notes of such Additional Disruption Event. Such change or adjustment shall be effective on such date selected by the Calculation Agent in its sole and absolute discretion determine. If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Holders to receive the relevant Securities Transfer Amount or Maturity Redemption Amount, as the case may be, shall cease and the Issuer’s obligations under the relevant Notes shall be satisfied in full upon payment of the Early Termination Settlement Amount. To the extent that the Calculation Agent determines that the Issuer shall suspend its obligations to make any payment or delivery in respect of the Notes as a result of the

occurrence or continuation of any Additional Disruption Event, Holders shall not be entitled to any interest or other compensation in respect of any such suspension.

For the purposes of each Series of Notes, “**Additional Disruption Event**” means any event specified as such in the relevant Pricing Supplement, and for such purpose the following terms if so specified shall be deemed to have the following meanings unless otherwise provided in the relevant Pricing Supplement:

- (a) “**Change in Law**” means that, on or after the Issue Date specified in the Pricing Supplement (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in good faith that (X) it has become illegal to hold, acquire or dispose of Securities or Component Securities, or (Y) it will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);
- (b) “**Failure to Deliver**” means the failure of a party to deliver, when due, the relevant Securities in respect of the Notes, where such failure is due to illiquidity in the market for such Securities;
- (c) “**Hedging Disruption**” means that the Issuer or any of its affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk or any other relevant price risk including, without limitation, any currency risk of entering into the Notes and performing its obligations with respect to the Notes or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s); and
- (d) “**Increased Cost of Hedging**” means that the Issuer or any of its designated affiliates would incur materially increased costs (as compared with circumstances existing on the Issue Date), including, without limitation, amount of tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (A) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge equity or any other price risk (including but not limited to, any currency risk) of entering into and performing the Issuer’s obligations in respect of the Notes or (B) realise, recover, receive, transfer or remit the proceeds of any such transaction(s) or asset(s) provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer or its designated affiliates, as applicable, shall not be deemed an Increased Cost of Hedging.

9.8 *Other Adjustments*

Upon the occurrence of any event(s) that the Calculation Agent determines (in its discretion, but acting reasonably) affects or could potentially affect the value of an Index-Linked Note or an Equity-Linked Note, the Calculation Agent may (in its discretion, but acting reasonably) make any additional adjustments to the Put Strike Price, the number and/or type of Securities and/or Indices to which such an Index-Linked Note or an Equity-Linked Note relates, and to any other exercise, settlement, payment or other term of such an Index-Linked Note or Equity-Linked Note including, without limitation, the amount, number or type of cash, shares, other securities or property which may be transferred under such Index-Linked Note, or Equity-Linked Note, and determine the effective date(s) of such adjustments.

9.9 *Transfer Notice*

This Condition 9.9 is applicable only in relation to Equity-Linked Notes which are to be redeemed by delivery of Securities:

Each Holder shall, on or before at least three calendar days prior to the Maturity Date (or such earlier date as the Issuer shall determine is necessary for the Issuer, the Paying Agents, Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system to perform their respective obligations hereunder and forthwith notify to the Paying Agents and the Holders) send to Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system (copied to the Issuing and Paying Agent) an irrevocable notice (a “**Transfer Notice**”) in the form from time to time approved by the Issuer, which must:

- (a) specify the name and address of the Holder;
- (b) specify the number of Notes in respect of which he is the Holder;
- (c) specify the number of the Holder’s account at Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, to be debited with such Notes;
- (d) irrevocably instruct and authorise Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, (A) to debit the Holder’s account with such Notes on the Maturity Date and (B) that no further transfers of the Notes specified in the Transfer Notice may be made;
- (e) contain a representation and warranty from the Holder to the effect that the Notes to which the Transfer Notice relates are free from all liens, charges, encumbrances and other third party rights;
- (f) specify the number and account name of the account at the Clearance System to be credited with the Securities;
- (g) contain an irrevocable undertaking to pay the Transfer Expenses (if any) (as defined below) and an irrevocable instruction to Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, to debit on or after the Settlement Date the cash or other account of the Holder with Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, as the case may be, specified in the Transfer Notice with such Transfer Expenses;
- (h) include a certificate of non-U.S. beneficial ownership in the form required by the Issuer; and
- (i) authorise the production of the Transfer Notice in any applicable administrative or legal proceedings.

A Transfer Notice, once delivered to Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, shall be irrevocable and may not be withdrawn without the consent in writing of the Issuer. A Holder may not transfer any Note which is the subject of a Transfer Notice following delivery of such Transfer Notice to Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system.

A Transfer Notice shall only be valid to the extent that Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system have not received conflicting prior instructions in respect of the Notes which are the subject of the Transfer Notice.

Failure properly to complete and deliver a Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided shall be made by the Issuing and Paying Agent and shall be conclusive and binding on the Issuer and the Holder.

The Issuing and Paying Agent shall promptly on the local banking day following receipt of such notice send a copy of the Transfer Notice to the Issuer or such person as the Issuer may previously have specified.

Delivery of the Securities will be via the Clearance System. The delivery or transfer of Securities to each Holder is at the relevant Holder's risk and if delivery occurs later than the earliest possible date for delivery, no additional amounts will be payable by the Issuer.

9.10 *Definitions*

For the purposes of these Terms and Conditions:

"Additional Disruption Event" has the meaning ascribed thereto in Condition 9.7 (*Additional Disruption Events*).

"Cash Settlement" means, in relation to a Series of Notes, that the relevant Holder is entitled to receive from the Issuer on the Cash Settlement Payment Date an amount calculated in accordance with the relevant Pricing Supplement in the relevant Currency (as specified in the Pricing Supplement).

"Cash Settlement Payment Date" means, in relation to a Series of Notes, the date specified or otherwise determined as provided in the relevant Pricing Supplement. In the case of an Index-Linked Note or an Equity-Linked Note which relates to a basket of Indices or Securities and in relation to which the Cash Settlement Payment Date is expressed to be determined by reference to a Valuation Date, if as a result of the occurrence of a Disrupted Day there is more than one Valuation Date with respect to Indices or Securities comprised in such basket, then the relevant Cash Settlement Payment Date shall be determined by reference to the Valuation Date which is the last to occur.

"Clearance System" means, in relation to a Series of Notes, such of Euroclear and/or Clearstream, Luxembourg or any domestic clearance system through which transfers of the Securities are customarily settled as is specified as such in the form from time to time approved by the Issuer for use as a Transfer Notice, or any successor to such clearance system.

"Clearance System Business Day" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"Clearing System" means, in relation to a Series of Notes, Euroclear, Clearstream, Luxembourg and/or any other clearing system located outside the United States specified in the relevant Pricing Supplement in which Notes of the relevant Series are for the time being held, or, in relation to an individual Note, in which that Note is for the time being held.

"Common Scheduled Trading Day" means (i) in respect of a basket of Securities, each day which is a Scheduled Trading Day for all Securities comprising such basket, (ii) in respect of a basket of Indices, each day which is a Scheduled Trading Day for all Indices comprising such basket and (iii) in respect of a basket of Reference Asset Components, each day which is a Scheduled Trading Day for all Reference Asset Components comprising such basket.

"Component Security" means with respect to a Multiple Exchange Index, each component security of that Multiple Exchange Index.

"Deemed Fixing Date" has the meaning ascribed thereto in the Pricing Supplement. **"Deemed Valuation Date"** has the meaning ascribed thereto in the Pricing Supplement.

"Deposit Agreement" means, in relation to each Depositary Receipt, the agreement(s) or other instrument(s) constituting such Depositary Receipt, as from time to time amended or supplemented.

"Depositary" means, in relation to a Depositary Receipt, the issuer of such Depositary Receipt as appointed under the Deposit Agreement, including its successors from time to time.

“Depositary Receipt(s)” means any Security specified as such in the relevant Pricing Supplement provided that if the relevant Deposit Agreement is terminated at any time, any reference to any Depositary Receipt(s) shall thereafter be construed as a reference to the relevant Underlying Securities and the Calculation Agent will make such adjustment as it, in its sole and absolute discretion, determines to be appropriate to the relevant Notes and determine, in its sole and absolute discretion, the effective date of such adjustment.

“Disrupted Day” means (a) with respect to a Security or an Index (other than a Multiple Exchange Index), any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred or (b) with respect to a Multiple Exchange Index, any Scheduled Trading Day on which (i) the Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

“DR Linked Notes” means a Series of Equity-Linked Notes which relate to one or more Securities which are Depositary Receipts.

“Early Closure” means:

- (a) with respect to an Index (other than a Multiple Exchange Index), the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities/commodities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or
- (b) with respect to a Multiple Exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“Early Termination Settlement Amount” means such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the termination of the Notes.

“Equity-Linked Note” means a Series of Notes in respect of which either an amount, which shall be calculated by reference to the value of a Security or Securities and/or a formula, is payable or a Securities Transfer Amount is deliverable (as indicated in the relevant Pricing Supplement).

“Exchange” means (a) with respect to a Security or an Index (other than a Multiple Exchange Index), each exchange or quotation system specified as such in the applicable Pricing Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities/commodities comprising such Index, in the case of an Index relating to Index-Linked Notes, or the Securities, in the case of a Security relating to Equity-Linked Notes, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities/commodities comprising such Index, in the case of an Index relating to Index-Linked Notes, or the Securities, in the case of a Security relating to Equity-Linked Notes, on such temporary substitute exchange or quotation system as on the original Exchange); or (b) in the case of a Multiple Exchange Index and each relevant Component Security, the principal stock exchange on which such Component Security is principally traded or quotation system specified as such in the applicable Pricing Supplement, as determined by the Calculation Agent (which exchange or quotation system as of the Issue Date specified as such in the applicable Pricing Supplement), any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in

the Component Security has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Component Security on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means (a) with respect to a Security or an Index (other than a Multiple Exchange Index), any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or (b) with respect to a Multiple Exchange Index, any Scheduled Trading Day on which (i) the Sponsor publishes the level of the Multiple Exchange Index and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Disruption” means:

- (a) with respect to an Index (other than a Multiple Exchange Index), any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent in its sole and absolute discretion) the ability of market participants in general (A) to effect transactions in, or obtain market values for, on any relevant Exchange(s), securities/ commodities that comprise 20 per cent. or more of the level of the relevant Index, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
- (b) with respect to a Multiple Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent in its sole and absolute discretion) the ability of market participants in general to effect transactions in, or obtain market values for (i) any Component Security on the Exchange in respect of such Component Security or (ii) futures or options contracts relating to the Multiple Exchange Index on the relevant Related Exchange.

“Extraordinary Event” means a Merger Event, Tender Offer, Nationalisation, Insolvency, Insolvency Filing or Delisting. With respect to a Fund, **“Extraordinary Event”** shall also include an Extraordinary Fund Event.

“Extraordinary Fund Event” means in the determination of the Calculation Agent, the occurrence or existence of any of the following:

- (a) the Fund (A) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C)(1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (D) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (E) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; or (F) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (A) through (E) above;

- (b) the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;
- (c) the resignation, termination, or replacement of the Trustee, the Manager, the Supervisory Committee or the Promoter (as defined in the Fund Documents);
- (d) any change or modification of the Fund Documents that could reasonably be expected to affect the value of such the Units or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent) from those prevailing on the Issue Date;
- (e) any breach or violation of any strategy or investment guidelines stated in the Fund Documents that is reasonably likely to affect the value of the Units or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent);
- (f) the Issuer, or any of its affiliates, is unable, or it is impractical for it, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to the Units of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (1) any restrictions or increase in charges or fees imposed by the Fund on any investor's ability to redeem the Units, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Units, or (2) any mandatory redemption, in whole or in part, of such Units imposed by the Fund (in each case other than any restriction in existence on the Issue Date);
- (g) (A) cancellation, suspension or revocation of the registration or approval of the Units or the Fund by any governmental, legal or regulatory entity with authority over the Units or the Fund, (B) cessation of the listing of the Units on the relevant Stock Exchange (as defined in the Fund Documents), (C) any change in the legal, tax, accounting, or regulatory treatments of the Fund or its Manager, Trustee or the Promoter that is reasonably likely to have an adverse impact on the value of the Units or on any investor therein (as determined by the Calculation Agent), or (D) the Fund or any of its Manager, Trustee or Promoter becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund;
- (h) (A) occurrence of any event affecting the Units that, in the determination of the Calculation Agent, would make it impossible or impracticable to determine the value of the Units, and such event continues for the foreseeable future; (B) any failure of the Fund to deliver, or cause to be delivered, (1) information that such Fund has agreed to deliver, or cause to be delivered to the Issuer and/or Calculation Agent, or (2) information that has been previously delivered to the Issuer and/or Calculation Agent in accordance with such Fund's, or its authorised representative's, normal practice and that the Issuer and/or Calculation Agent deems necessary for it to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Units;
- (i) on or after the trade date of the Notes (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (X) it has become illegal to hold, acquire or dispose of Units relating to the Notes, or (Y) it will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);
- (j) the Issuer would incur a materially increased (as compared with circumstances existing on the trade date of the Notes) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any

transaction(s) or asset(s) it deems necessary to hedge the price risk relating to the Units of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Extraordinary Fund Event; and

- (k) (A) the cancellation or cessation of the index in respect of which any investment made by the Fund is based upon or (B) a material change in the formula for or the method of calculating or any other material modification to such index (other than a modification prescribed in that formula or method to maintain such index in the event of changes in constituent stock and capitalisation and other routine events), (C) the relevant sponsor of such index fails to calculate and announce such index or (D) the cancellation or cessation of the licence agreement with the index sponsor.

“**Fixing Rollover Days**” has the meaning ascribed thereto in the Pricing Supplement.

“**Fund**” means the exchange traded fund or similarly traded or listed fund as specified in the relevant Pricing Supplement.

“**Fund Documents**” means, in relation to any Fund, the constitutive and governing documents, subscription agreements and other agreements of such Fund specifying the terms and conditions relating to such Fund, in each case as amended and supplemented from time to time.

“**Government Bonds**” means, in relation to a Series of Notes, bonds or any other debt securities issued by a government, agency or subdivision or a transnational or supranational organisation as specified in the relevant Pricing Supplement and “**Government Bond**” shall be construed accordingly.

“**Index**” means, in relation to a Series of Notes, the index, as adjusted pursuant to Condition 9, to which the relevant Note relates, as specified in the relevant Pricing Supplement and may be a Multiple Exchange Index, and “**Indices**” shall be construed accordingly.

“**Index-Linked Note**” means a Series of Notes in respect of which the amount payable at maturity is calculated by reference to one or more indices and/or one or more formulae (as indicated in the relevant Pricing Supplement).

“**Maturity Redemption Amount**” has the meaning ascribed thereto in Condition 5.1.

“**Multiple Exchange Index**” means an Index specified as such in the Pricing Supplement.

“**Reference Asset Component**” has the meaning ascribed thereto in the relevant Pricing Supplement.

“**Related Exchange**” means, in relation to an Index or a Security, each exchange or quotation system specified as such for such Index or Security in the applicable Pricing Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index or Security, as the case may be, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index or Security, as the case may be, on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where “**All Exchanges**” is specified as the Related Exchange in the applicable Pricing Supplement, “**Related Exchange**” shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index or Security, as the case may be.

“**Relevant Price**” has the meaning ascribed thereto in the relevant Pricing Supplement.

“**Scheduled Closing Time**” means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

“**Scheduled Fixing Date**” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Fixing Date.

“**Scheduled Trading Day**” means (a) with respect for Security or an Index (other than a Multiple Exchange Index) any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; or (b) with respect to a Multiple Exchange Index, any day on which (i) the Sponsor is scheduled to publish the level of the Multiple Exchange Index and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

“**Scheduled Valuation Date**” means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

“**Securities**” means the equity securities, Government Bonds, debt securities or other securities, Units of a Fund, depositary receipts or property, as adjusted pursuant to Condition 9, to which the relevant Note relates, as specified in the relevant Pricing Supplement, and “**Security**” shall be construed accordingly.

“**Securities Transfer Amount**” has the meaning ascribed thereto in the relevant Pricing Supplement.

“**Settlement Cycle**” means, in relations to Securities, the period of Clearance System Business Days following a trade in such Securities on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

“**Settlement Date**” means, in relation to Securities to be delivered in respect of an Equity-Linked Note (a) in the case of Equity-Linked Notes which relate to equity securities and unless otherwise specified in the relevant Pricing Supplement, the date that falls one Settlement Cycle following the Maturity Date (or, if such date is not a Clearance System Business Day, the next following Clearance System Business Day) or, (b) in any other case, and unless otherwise specified in the relevant Pricing Supplement, the date specified as such in the relevant Pricing Supplement, subject to adjustment in accordance with the Following Business Day Convention unless another Business Day Convention is specified in the relevant Pricing Supplement. In each case, if a Settlement Disruption Event prevents delivery of such Securities on that day, then the Settlement Date shall be determined in accordance with Condition 9.3.

“**Spot Price**” has the meaning ascribed thereto in the relevant Pricing Supplement.

“**Trading Disruption**” means:

- (a) with respect to an Index (other than a Multiple Exchange Index), any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
 - (A) on any relevant Exchange(s) relating to securities/commodities that comprise 20 per cent. or more of the level of the relevant Index; or
 - (B) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
- (b) with respect to a Multiple Exchange Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise
 - (i) relating to any Component Security on the Exchange in respect of such Component Security, or
 - (ii) in futures or options contracts relating to the Multiple Exchange Index on any relevant Related Exchange.

“**Transfer Expenses**” means, all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from, or in connection with, the purchase or transfer, delivery or other disposition of the number of Securities, as determined in accordance with the relevant Pricing Supplement, by the transferor to the order of the relevant Noteholders, as determined by the Calculation Agent in its sole and absolute discretion.

“**Underlying Company**” means the issuer of the Security as specified in the relevant Pricing Supplement and, if the Notes are DR Linked Notes, each of the Depository and the issuer of the relevant Underlying Security.

“**Underlying Security**” means, with respect to DR Linked Notes and a Depository Receipt, the security and any other property to which such Depository Receipt relates.

“**Unit**”, in relation to a Fund, has the meaning ascribed thereto in the relevant Pricing Supplement.

“**Valuation Rollover Days**” has the meaning ascribed thereto in the Pricing Supplement.

9A Provisions relating to Fund-Linked Notes

This Condition 9A is applicable only in relation to Fund-Linked Notes. For the purposes of Fund-Linked Notes, in the case of any inconsistency between any provisions and/or defined terms under this Condition 9A and the other provisions and/or defined terms under these Terms and Conditions of the Notes, the provisions and/or defined terms under this Condition 9A shall prevail.

9A.1 Definitions

As used in this Condition 9A, and unless otherwise provided in the relevant Pricing Supplement, the following expressions shall have the following meanings:

“**Additional Disruption Event**” means a Change in Law, Hedging Disruption and/or an Increased Cost of Hedging, as further specified in the relevant Pricing Supplement;

“**Averaging Date**” means, in respect of the Final Valuation Date, each date specified as such or otherwise determined as provided in the relevant Pricing Supplement (or, if such date is not a Reference Fund Valuation Day, the next following Reference Fund Valuation Day), subject to the provisions of Condition 9A.2;

“**Change in Law**” means, in relation to any Notes, on or after the Issue Date, (A) due to the adoption of or any change in any applicable law or regulation (including without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (x) it will, or there is a substantial likelihood that it will, with the passing of time, or has become illegal for the Issuer or any of its designated affiliates to hold, acquire or dispose of or realise, recover or remit the proceeds of the sale of disposal of Reference Fund Units relating to such Notes or any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk including, without limitation, any currency risk, of the Issuer issuing and performing its obligations with respect to the Notes (y) it has become illegal for the Issuer or any of its designated affiliates to hold, acquire, purchase, sell or maintain one or more (i) positions or contracts in respect of any securities, options, futures, derivatives or foreign exchange in relation to such Notes, or in relation to the Issuer’s hedging activities in connection with the Notes or in relation to the hedging activities of the Issuer or any of its designated affiliates in connection with the Notes, (ii) stock loan transactions in relation to such Notes or (iii) other instruments or arrangements (howsoever described) held by the Issuer or any of its designated affiliates in order to hedge, individually or on a portfolio basis, such Notes or (z) the Issuer or any of its designated affiliates will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

“**Cut-off Date**” means the date specified as such in the Pricing Supplement;

“**Cut-Off Final Valuation Date**” means the date specified as such in the Pricing Supplement;

“Extraordinary Fund Event” means, in respect of a Reference Fund, the occurrence or existence of any of the following on or prior to the Final Valuation Date, as determined by the Calculation Agent:

- (a) any breach or violation of the provisions of the Reference Fund Prospectus or any other relevant fund document including, but not limited to: the constitutive and governing documents of the relevant Reference Fund, the subscription agreements and other agreements of the relevant Reference Fund, any (verbal or written) agreement with respect to the Reference Fund entered into by the Issuer with the Reference Fund and/or any of its service providers, any strategy or investment guidelines, and any agreement entered into by the relevant Reference Fund and/or its service providers that is reasonably likely to affect the relevant Reference Fund;
- (b) (i) the non-execution or partial execution by such Reference Fund for any reason of a subscription or redemption order in respect of any units in that Reference Fund given by a Hypothetical Investor (whether or not in accordance with the relevant Reference Fund Prospectus), (ii) the Reference Fund suspends or refuses transfers of any of its units (including, without limitation, if the Reference Fund applies any gating, deferral, suspension or other similar provisions permitting the Reference Fund to delay or refuse redemption or transfer of units), (iii) the Reference Fund imposes in whole or in part any restriction (including, without limitation, any redemption in specie), charge or fee in respect of a redemption or subscription of its units by the Issuer or exercises its right to claw back the proceeds already paid on redeemed units if in any case it could, in the determination of the Calculation Agent, have an adverse impact on the Issuer’s or any of its designated affiliates’, as applicable, rights or obligations in relation to its hedging activities in relation to the Notes, or (iv) a mandatory redemption, in whole or in part, of the units is imposed by the Reference Fund on any one or more holders of units at any time for any reason;
- (c) such Reference Fund or any Reference Fund Service Provider (i) ceases trading and/or, in the case of a Reference Fund Service Provider, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable); (ii) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (A) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) through (vi) above;
- (d) there exists any litigation against the Reference Fund or a Reference Fund Service Provider which in the determination of the Calculation Agent could materially affect the value of the Reference Fund Units or the rights or remedies of any investor in such Reference Fund Units;

- (e) (i) a Reference Fund Service Provider ceases to act in such capacity in relation to the Reference Fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the Reference Fund and/or any Reference Fund Service Provider to meet or maintain any obligation or undertaking under the Reference Fund Prospectus or any other relevant fund document which failure is reasonably likely to have an adverse impact on the value of the Reference Fund Units or on the rights or remedies of any investor in such Reference Fund Units;
- (f) a material modification, or any announcement regarding a potential future material modification, of the investment programme, investment objectives, investment policies, investment strategy, investment process or investment guidelines of such Reference Fund;
- (g) the failure by such Reference Fund to comply with its reporting obligations (including but not limited to, without limitation, any periodic reporting of the Net Asset Value of such Reference Fund, periodic statements thereof, return numbers and composition of such Reference Fund and the allocation of capital for such Reference Fund (where applicable)) in accordance with its agreements with the Issuer or any of its designated affiliates (as applicable);
- (h) a material modification (other than any modifications referred to in (e) above) of such Reference Fund (including but not limited to a modification of the Reference Fund Prospectus or the articles of association or other constitutional documents of such Reference Fund) or the occurrence of a change or any event materially affecting such Reference Fund (including, but not limited to, the interruption, breakdown or suspension of the calculation of the Net Asset Value of such Reference Fund unless such interruption, breakdown or suspension is cured within two Business Days);
- (i) a material modification of the type of assets in which such Reference Fund invests or the trading practices of the relevant Reference Fund (including but not limited to a material deviation from the investment policy and investment objectives set out in the Reference Fund Prospectus) which, in the determination of the Calculation Agent, has or is likely to have a material effect on any hedging arrangements entered into by the Issuer or any of its designated affiliates (as applicable) in respect of these Notes;
- (j) such Reference Fund or any Reference Fund Service Provider has its authorisation or registration cancelled by any applicable regulatory authority;
- (k) (i) an allegation of criminal or fraudulent activity is made in respect of the Reference Fund, or any Reference Fund Service Provider, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred or (ii) such Reference Fund or a Reference Fund Service Provider (A) becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Reference Fund, investment adviser, manager or administration agent; (B) commits an act which constitutes fraud or criminal activity in the performance of its obligations in respect of such Reference Fund; (C) makes any material misrepresentation under any document in respect of the relevant Reference Fund or (D) announces its intention to cease the business of investment management;
- (l) (i) any relevant activities of or in relation to the Reference Fund or a Reference Fund Service Provider are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the Reference Fund by any governmental, legal or regulatory entity with authority over the Reference Fund), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the Reference Fund or a Reference Fund Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the Reference Fund is required by a competent authority to redeem any Reference Fund Units, (iv) the Issuer or any of its designated affiliates (as applicable) is required by a competent authority or any other relevant entity to

dispose of or compulsorily redeem any Reference Fund Units held in connection with any hedging arrangements relating to the Notes and/or (v) any change in the legal, tax, accounting or regulatory treatment of the Reference Fund or any Reference Fund Service Provider that is reasonably likely to have an adverse impact on the value of the Reference Fund Units or other activities or undertakings of the Reference Fund or on the rights or remedies of any investor in such Reference Fund Units, including the Issuer;

- (m) the creation by the Reference Fund of any illiquid share class or unit howsoever described;
- (n) the currency denomination of Reference Fund Units is amended from that set out in the Reference Fund Prospectus or any other relevant fund document so that the NAV per unit is no longer calculated in the same currency as it was as at the trade date of the Notes;
- (o) if applicable, the Reference Fund ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction;
- (p) if the Reference Fund comprises multiple classes or series (howsoever described in the Reference Fund Prospectus or any other relevant fund document) of shares or units, and the Calculation Agent determines (in good faith and a commercially reasonable manner) at any time, taking into consideration the potential cross-liability between classes of shares or units (howsoever described in the Reference Fund Prospectus or any other relevant fund document), that such other class or series has or may have an adverse effect on the hedging activities of the Issuer or any of its designated affiliates (as applicable) in relation to the Notes;
- (q) (i) the Calculation Agent determines, at any time, that the NAV per unit is inaccurate, or (ii) the reported net asset value of the Reference Fund Units misrepresents the net asset value of the Reference Fund Units;
- (r) any material modification of the method of calculating the NAV per unit;
- (s) any change in the periodicity of the calculation or the publication of the NAV per unit;
- (t) any change in the length of notice periods for redemptions or transfers in relation to the Reference Fund;
- (u) a Reference Fund Disruption Event has occurred and is continuing for at least three consecutive Reference Fund Valuation Days;
- (v) the exposure (expressed as percentage) of the Reference Fund to securities with a credit quality (based upon the lowest credit ratings from S&P, Moody's and Fitch when available) below B, B2 or B for S&P, Moody's and Fitch respectively exceeds 35 per cent; the aggregated level of leverage (expressed as percentage) of the Reference Fund exceeds 20 per cent;
- (w) the Calculation Agent determines that, over any period not exceeding twelve months, the total net value of the assets of the Reference Fund has decreased by 30 per cent (either due to redemptions, a decrease in value of such assets or otherwise); or
- (x) the Calculation Agent determines that, over any period not exceeding twelve months (ending on the immediately preceding date on which the Reference Fund Adviser published the total value of the assets it managed), the total value of the assets managed by the Reference Fund Adviser (including the Reference Fund) has decreased by 50 per cent (either due to redemptions, a decrease in value of such assets or otherwise);

"Final Reference Fund Unit Value" means, in relation to a Reference Fund Unit, subject to the occurrence of a Reference Fund Event,

- (a) the Reference Fund Unit Value of such Reference Fund Unit on the Final Valuation Date; or
- (b) if Averaging is specified as being applicable, the arithmetic mean of the Reference Fund Unit Values of such Reference Fund Unit on each Averaging Date;

in each case as calculated on the Redemption Calculation Date;

“Final Valuation Date” means, subject to Condition 9A.2 below, the date specified as such in the Pricing Supplement (the **“Scheduled Final Valuation Date”**) provided that if such date is not a Reference Fund Valuation Day, the Final Valuation Date shall be the next following Reference Fund Valuation Day;

“Final Value” means:

- (a) in respect of a Fund-Linked Note relating to a single Reference Fund Unit, the Final Reference Fund Unit Value; and
- (b) in respect of a Fund-Linked Note relating to a basket of Reference Fund Units, the arithmetic mean of the Final Reference Fund Unit Values of each Reference Fund Unit comprising the basket (weighted or adjusted in relation to each Reference Fund Unit as provided in the relevant Pricing Supplement);

“Hedging Disruption” means that the Issuer or any of its designated affiliates is unable or it is or has become not reasonably practicable, or it has otherwise become undesirable, for any reason, for the Issuer wholly or any of its designated affiliates or partially after using commercially reasonable efforts and acting in good faith, to (A) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary or desirable to hedge the equity or any other price risk (including but not limited to, any currency risk) of entering into and performing the Issuer’s obligations in respect of the Notes or (B) realise, recover, receive, transfer or remit the proceeds of any such transaction(s) or asset(s) or (C) without prejudice to (B) above, transfer amounts denominated in the Settlement Currency (1) from accounts inside the Settlement Currency Jurisdiction to accounts outside the Settlement Currency Jurisdiction (2) between accounts inside the Settlement Currency Jurisdiction or (3) to a party that is a non-resident of the Settlement Currency Jurisdiction or (D) without prejudice to (B) and (C) above, convert the Settlement Currency into an Alternative Payment Currency) and, for the avoidance of doubt “using commercially reasonable efforts and acting in good faith” to hedge the risks of the Issuer referred to herein does not include the value of any quota granted to the Issuer or any of its designated affiliates under the Qualified Foreign Institutional Investor or Renminbi Qualified Foreign Institutional Investor Schemes;

“Hypothetical Investor” means a hypothetical investor in the Reference Fund Units of a Reference Fund;

“Increased Cost of Hedging” means that the Issuer or any of its designated affiliates would incur materially increased costs (as compared with circumstances existing on the Issue Date), including, without limitation, the amount of tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (A) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Issuer’s obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer or its designated affiliates, as applicable, shall not be deemed an Increased Cost of Hedging;

“Initial Reference Fund Unit Value” means, in respect of a Reference Fund Unit, the value specified as such in the applicable Pricing Supplement, or, if no Initial Reference Fund Unit Value is specified, the Reference Fund Unit Value on the Strike Date;

“Initial Value” means:

- (a) In respect of a Fund-Linked Note relating to a single Reference Fund, the Initial Reference Fund Unit Value; and
- (b) In respect of a Fund-Linked Note relating to a basket of Reference Funds, the arithmetic mean of the Initial Reference Fund Unit Values of each Reference Fund Unit comprising the basket (weighted or adjusted in relation to each Reference Fund Unit as provided in the relevant Pricing Supplement);

“Merger Event” means, in respect of the Reference Fund Units of a Reference Fund and as determined by the Calculation Agent, the occurrence on or prior to the Final Valuation Date of any (a) reclassification or change of such Reference Fund Units that results in a transfer of or an irrevocable commitment to transfer all of such units outstanding, (b) consolidation, amalgamation or merger of the Reference Fund with or into another entity (other than consolidation, amalgamation or merger in which the Reference Fund is the continuing entity and which does not result in any such reclassification or change of all of such units outstanding) or (c) other takeover offer for such Reference Fund Units that results in a transfer of or an irrevocable commitment to transfer all such Reference Fund Units (other than such units owned or controlled by the offeror);

“Net Asset Value” or **“NAV”** means, in respect of each Reference Fund Unit of a Reference Fund and a Reference Fund Valuation Date, the official net asset value, expressed in the relevant currency, for such Reference Fund Valuation Date, as published in accordance with the relevant Reference Fund Prospectus and as determined by the Calculation Agent;

“Potential Adjustment Event” means the occurrence, as determined by the Calculation Agent, at any time on or prior to the Final Valuation Date of any of the following events in relation to a Reference Fund:

- (a) a subdivision, reclassification, reorganisation or consolidation of the Reference Fund Units in the Reference Fund (other than that constituting a Merger Event), or a free distribution or dividend of any such Reference Fund Units to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Reference Fund Units of (i) an additional amount of such Reference Fund Units, or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Reference Fund equally or proportionately with such payments to holders of such Reference Fund Units, or (iii) share capital or other securities of another issuer acquire or owned (directly or indirectly) by the Reference Fund as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend;
- (d) a repurchase by the Reference Fund of such Reference Fund Units whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Reference Fund Units initiated by an investor in such Reference Fund Units that is consistent with the Reference Fund Prospectus; or
- (e) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Reference Fund Units.

“Redemption Calculation Date” means the earlier of (i) the Cut-off Date and (ii) the date on which the Hypothetical Investor actually receives all of the redemption proceeds assuming it had submitted a timely notice for redemption in respect of the Final Valuation Date, as determined by the Calculation Agent;

“Reference Fund(s)” means the fund(s) specified as such in the relevant Pricing Supplement;

“Reference Fund Adviser” means, with respect to a Reference Fund, any person appointed in the role of discretionary investment manager or non-discretionary investment manager (including a non-discretionary investment manager to a discretionary investment manager or to another non-discretionary investment manager), as provided in the related Reference Fund Documents;

“Reference Fund Disrupted Day Related Payment Date” means any payment date on the Notes on which the amount payable is calculated by reference to the Reference Fund Unit Value of a Reference Fund determined on the related Final Valuation Date or Cut-Off Final Valuation Date;

“Reference Fund Disruption Event” means, in respect of a Reference Fund, the occurrence or existence on any day of, as determined by the Calculation Agent:

- (a) a postponement of the date as of which the relevant Reference Fund is scheduled, according to the documentation governing such Reference Fund, to determine the Net Asset Value of such Reference Fund for the purposes of calculating the redemption proceeds to be paid to or number of units to be subscribed by a Hypothetical Investor assuming it had submitted a timely and valid notice for redemption or subscription; and/or
- (b) the occurrence or continuation of a postponement of the reporting by the relevant Reference Fund to its investors or, if applicable, the publishing by the relevant Reference Fund or the relevant publishing service, in each case of the Net Asset Value of the relevant Reference Fund; and/or
- (c) the occurrence or continuation of a postponement in the payment of any or all of the redemption proceeds relating to such Reference Fund Units (whether or not in accordance with the Reference Fund Prospectus);

“Reference Fund Documents” means, in relation to any Reference Fund, the constitutive and governing documents, subscription agreements and other agreements of such Reference Fund specifying the terms and conditions relating to such Reference Fund, in each case as amended and supplemented from time to time;

“Reference Fund Event” means each of a Potential Adjustment Event, an Extraordinary Fund Event, an Additional Disruption Event, a Merger Event or a Technical Constraints Event;

“Reference Fund Prospectus” means, in respect of a Reference Fund, the most recently published offering document relating to that Reference Fund, as amended, restated or supplemented from time to time;

“Reference Fund Service Provider” means any person who is appointed to provide services, directly or indirectly, in respect of a Reference Fund, whether or not specified in the Reference Fund Prospectus or any other relevant fund document, including any adviser, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner;

“Reference Fund Unit” means, in respect of a Reference Fund, a share or a notional unit of ownership in respect of that Reference Fund in the relevant (or related) share classes, as designated by the Calculation Agent;

“Reference Fund Unit Value” means, as determined by the Calculation Agent, in respect of a Reference Fund and a Reference Fund Valuation Day, either:

- (a) the redemption proceeds or subscription amounts, as applicable, as determined by the Calculation Agent that would be received or paid by a Hypothetical Investor assuming that the Hypothetical Investor had provided timely notice in accordance with the Reference Fund Prospectus to the Reference Fund and any other party necessary to effect a redemption or other disposition or a subscription or other acquisition (as applicable) of some or all of an investment in the relevant Reference Fund Units for such Reference Fund Valuation Day, net of any accrued management, load, administrative and any other fees, costs or adjustments and net of any taxes which may be withheld or applied by the Reference Fund in connection with a redemption or subscription, as applicable, of such units. Any such redemption proceeds that would be paid in property other than cash shall be valued by the Calculation Agent; or
- (b) the Net Asset Value per share for the Relevant Reference Fund Unit as published in accordance with the Reference Fund Prospectus for such Reference Fund Valuation Day,

Notwithstanding the provisions of Condition 9A.2, if the Reference Fund Unit Value is not available in a timely fashion on any Reference Fund Valuation Day, the Calculation Agent may, at its the discretion acting in good faith, in order to calculate the relevant Reference Fund Unit Value calculate an estimated Reference Fund Unit Value in respect of such Reference Fund Valuation Day;

“Reference Fund Valuation Day” means, in respect of a Reference Fund, any Business Day (as defined in Condition 4.12) in respect of which such Reference Fund is scheduled to publish its Net Asset Value;

“Strike Date” means the date specified as such in the relevant Pricing Supplement (or if such date is not a Reference Fund Valuation Day, the next following Reference Fund Valuation Day);

“Technical Constraints Event” means the occurrence or existence of a constraint in respect of the Issuer in performing adequately the hedging of its exposure to the Reference Fund(s) and/or relevant currency exchange rates (if applicable) due to any of the following reasons, as determined by the Calculation Agent:

- (a) any internal risk limits existing as of the trade date of the Notes or at any time thereafter;
- (b) internal approvals, whether required as of the trade date of the Notes or at any time thereafter;
- (c) reputational risks; or
- (d) compliance with laws in relevant jurisdictions, including local regulations, whether required as of the trade date of the Notes or at any time thereafter; and

“Valid Date” means, in respect of a Reference Fund, a Reference Fund Valuation Day on which a Reference Fund Disruption Event does not occur and on which another Averaging Date does not or is not deemed to occur.

9A.2 Occurrence of a Reference Fund Disruption Event

If a Reference Fund Disruption Event occurs in relation to a Reference Fund (but no Reference Fund Event has occurred or is subsisting) on:

- (a) the Final Valuation Date, then the Calculation Agent may, acting in good faith and in a commercially reasonable manner, postpone the Final Valuation Date in relation to such relevant Reference Fund Unit until the earlier of (i) the first Reference Fund Valuation Day on which the Calculation Agent determines that any one or more Reference Fund Disruption Events are no longer continuing, or (ii) Cut-off Final Valuation Date. If a Reference Fund Disruption Event continues on such Cut-off Final Valuation Date, the Calculation Agent shall determine the Reference Fund Unit Value for such Cut-off Final Valuation Date acting in good faith and in a commercially reasonable manner;
- (b) any Averaging Date, then the Calculation Agent may, acting in good faith and in a commercially reasonable manner, if the consequence specified in the relevant Pricing Supplement in relation to Averaging Date Market Disruption is:
 - (i) **“Omission”**, deem such Averaging Date not to be a relevant Averaging Date for purposes of determining the Final Value of any Reference Fund Unit, provided that, if through the operation of this provision no Averaging Date would occur, then Condition 9A.2(a) will apply for purposes of determining the relevant Reference Fund Unit Value on the final Averaging Date as if such final Averaging Date were the Final Valuation Date;
 - (ii) **“Postponement”**, determine that Condition 9A.2(a) shall apply for purposes of determining the relevant Reference Fund Unit Value as if such Averaging Date were the Final Valuation Date irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date for the relevant Notes; or

(iii) “**Modified Postponement**”, then:

- (1) in the case of a Fund-Linked Note which relates to a single Reference Fund, determine that the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Cut-off Final Valuation Date then the Cut-off Final Valuation Date shall be deemed to be the Averaging Date, notwithstanding the fact that a Reference Fund Disruption Event occurs or is continuing on such day (irrespective of whether that Cut-off Final Valuation Date is already an Averaging Date) and the Calculation Agent shall determine the Reference Fund Unit Value for that Averaging Date in accordance with Condition 9A.2(a); and
- (2) in the case of a Fund-Linked Note which relates to a basket of Reference Funds, the Averaging Date for each Reference Fund in respect of which no Reference Fund Disruption Event has occurred or is continuing shall be the day specified in the relevant Pricing Supplement as an Averaging Date and the Averaging Date for a Reference Fund affected by the occurrence of a Reference Fund Disruption Event shall be the first succeeding Valid Date in relation to such Reference Fund. If the first succeeding Valid Date in relation to such Reference Fund has not occurred as of Cut-off Final Valuation Date, then the Cut-off Final Valuation Date shall be deemed to be the Averaging Date (irrespective of whether that Cut-off Final Valuation Date is already an Averaging Date) and the Calculation Agent shall determine the relevant Reference Fund Unit Value for that Averaging Date in accordance with Condition 9A.2(a).

If any Averaging Date in relation to the Final Valuation Date occurs after the Final Valuation Date as a result of the occurrence of a Reference Fund Disruption Event, then (i) the Redemption Calculation Date, Maturity Date, a Call Option Date, a Put Date or other early redemption date or Settlement Date, as the case may be, or (ii) the occurrence of an Extraordinary Fund Event, Merger Event or Potential Adjustment Event shall be determined by reference to the last such Averaging Date as though it were that Final Valuation Date.

If a Final Valuation Date is postponed pursuant to this Condition 9A.2 (*Occurrence of a Reference Fund Disruption Event*), the Scheduled FX Fixing Day in respect of the Final Valuation Date shall, in the Calculation Agent’s discretion, be postponed to the Final Valuation Date as postponed, provided that, the Scheduled FX Fixing Day is subject to Condition 8.6 (*FX Disruption Event*).

If a Final Valuation Date is postponed in accordance with this Condition 9A.2 (*Occurrence of a Reference Fund Disruption Event*), any Reference Fund Disrupted Day Related Payment Date will also be postponed, if needed, such that the Reference Fund Disrupted Day Related Payment Date shall fall at least three (3) local banking days (or such other number of local banking days as may be specified in the Pricing Supplement) following the later of (i) the postponed Final Valuation Date or, if later, the Cut-off Final Valuation Date, as applicable and (ii) the postponed Scheduled FX Fixing Day or, if later, the Revised FX Fixing Day, as applicable.

Unless Reference Fund Disruption Interest Adjustment is specified in the relevant Pricing Supplement as being applicable, no further payment on account of interest or otherwise shall be due in respect of any payment postponed pursuant to this Condition 9A.2 (*Occurrence of a Reference Fund Disruption Event*) (so that, for the avoidance of doubt, any interest payable in respect of the Notes on a Reference Fund Disrupted Day Related Payment Date which is so postponed shall be calculated as if such Reference Fund Disrupted Day Related Payment Date had not been postponed pursuant to this Condition 9A.2).

9A.3 *Effect of Reference Fund Events*

Following the occurrence of a Reference Fund Event, the Calculation Agent may, acting in good faith and in a commercially reasonable manner, either:

- (a) designate a date as an early redemption date (the “**Early Redemption Date**”) and the Noteholders will receive the Early Redemption Amount (Fund) on such designated Early Redemption Date (the “**Original Early Redemption Date**”), provided that if the Calculation Agent determines, in its sole discretion, that a Hypothetical Investor would experience a delay in receiving all of the relevant redemption proceeds assuming it had submitted a timely notice for the redemption of its fund holdings in respect of the Original Early Redemption Date (or any earlier date designated by the Calculation Agent), then the Early Redemption Date shall occur 10 Relevant Financial Centre Days (as defined in Condition 8.3 (d)) after the earlier of (A) the date on which a Hypothetical Investor would have received all relevant redemption proceeds and (B) the Cut-off Date; or
- (b) make any temporary or permanent adjustments to any of the following:
 - (i) any relevant Reference Fund (including a substitution of such Reference Fund);
 - (ii) any relevant Reference Fund Unit;
 - (iii) any relevant Reference Fund Unit Values; and/or
 - (iv) any other terms of the Notes as the Calculation Agent determines appropriate and it shall determine the time as of which any such adjustments become effective;
- (c) in respect of a Merger Event, where consideration for the relevant Reference Fund Units of the relevant Reference Fund consists solely of units of a fund in which the Hypothetical Investor could invest (the “**New Units**”), references to a Reference Fund Unit of the relevant Reference Fund shall be replaced by references to the number of New Units to which a holder of a Reference Fund Unit would be entitled upon consummation of the Merger Event and the New Units and their issuer will be deemed to be the Reference Fund Units and the Reference Fund, respectively, and, if necessary, the Calculation Agent will make adjustments to the relevant Reference Fund Unit Value and/or any other terms of the Notes in such manner as it considers appropriate; or
- (d) in respect of any Reference Fund Event occurring or subsisting on the Final Valuation Date or the Final Averaging Date (as applicable), the Calculation Agent may determine the Maturity Redemption Amount. In doing so, it may take into account the redemption proceeds (if any) which a Hypothetical Investor would have received by not later than the Cut-off Date assuming that it had submitted a timely notice for redemption of all relevant fund holdings in respect of the Final Valuation Date.

9A.4 *Early Redemption Amount (Fund) on Early Redemption by Issuer*

With respect to any Early Redemption Date designated by the Issuer upon the occurrence of a Reference Fund Event, the amount payable on such Early Redemption Date (the “**Early Redemption Amount (Fund)**”) shall be the Fair Market Value of the Notes immediately prior to the date on which such early redemption occurs. When determining the Early Redemption Amount (Fund), the Calculation Agent may take into account the redemption proceeds (if any) which a Hypothetical Investor would have received by not later than the Cut-off Date assuming that it had submitted a timely notice for redemption of all relevant fund holdings in respect of the Original Early Redemption Date (or any earlier date designated by the Calculation Agent).

10 **Prescription**

10.1 Claims for payment of principal and interest in respect of Notes will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date (as defined in Condition 7.2) for payment thereof.

10.2 In relation to Definitive Notes initially delivered with Talons attached thereto, there shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue pursuant to Condition 8.1(f) or the due date for the payment of which would fall after the due date for the redemption of the relevant Note or which would be void pursuant to this Condition 9 or any Talon the maturity date of which would fall after the due date for redemption of the relevant Note.

11 The Paying Agents, the Registrars and the Calculation Agent

11.1 The initial Paying Agents and Registrars and their respective initial specified offices are specified below. The Calculation Agent in respect of any Notes shall be specified in the Pricing Supplement. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Issuing and Paying Agent) or the Registrar or the Calculation Agent and to appoint additional or other Paying Agents or another Registrar or another Calculation Agent Provided that there will at all times be (i) an Issuing and Paying Agent, (ii) in the case of Registered Notes, a Registrar, (iii) so long as the Notes are listed on the Hong Kong Stock Exchange and/or any other stock exchange, a Paying Agent (which may be the Issuing and Paying Agent) and a Registrar each with a specified office in Hong Kong and/or in such other place as may be required by such other stock exchange, (iv) in the circumstances described in Condition 8.1(d), a Paying Agent with a specified office in New York City, and (v) a Calculation Agent where required by the Terms and Conditions applicable to any Notes. The Paying Agents, the Registrar and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of any Paying Agent, the Registrar or the Calculation Agent will be given promptly by the Issuer to the Holders in accordance with Condition 14.

11.2 The Paying Agents, the Registrar and the Calculation Agent act solely as agents of the Issuer and (except in the case of Notes issued by the Bank) the Guarantor and, save as provided in the Issuing and Paying Agency Agreement or any other agreement entered into with respect to its appointment, do not assume any obligations towards or relationship of agency or trust for any Holder of any Note or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Issuing and Paying Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

11A Consequences of a Benchmark Trigger Event

- (a) This Condition 11A shall apply except that where Condition 4.4B (*Non-indexed Overnight Rate Determination*) is applicable and “SOFR” is specified as the Reference Rate in the relevant Pricing Supplement, this Condition 11A shall not apply in relation to SOFR as the Reference Rate.
- (b) If the Issuer determines that a Benchmark Trigger Event has occurred in relation to a Relevant Benchmark relating to a Series of Notes, then:
 - (i) if an Alternative Pre-nominated Index has been specified in relation to such Relevant Benchmark in the relevant Pricing Supplement:
 - (A) unless the Issuer determines that replacing the Relevant Benchmark with the Alternative Pre-nominated Index would not produce a commercially reasonable result, references to such Relevant Benchmark shall be deemed to be replaced with references to the Alternative Pre-nominated Index with effect from the Benchmark Trigger Event Determination Date; and
 - (B) the Issuer shall make such other adjustments to the Terms and Conditions as it determines are necessary to account for the effect on the Notes of referencing the Alternative Pre-nominated Index in place of such Relevant Benchmark including, without limitation, to any variable, margin, calculation methodology, valuation, settlement, payment terms or any other terms of the Notes; and

- (ii) if an Alternative Pre-nominated Index has not been specified in relation to such Relevant Benchmark in the relevant Pricing Supplement or the Issuer determines that replacing the Relevant Benchmark with the Alternative Pre-nominated Index would not produce a commercially reasonable result, the Issuer shall do any of the following:
 - (A) determine that references to such Relevant Benchmark shall be deemed to be replaced by references to such index, benchmark or price source as the Issuer determines would have the effect of placing the Issuer in an economically equivalent position to that which it would have been in had the Benchmark Trigger Event not occurred (the “**Replacement Index**”) (and in making such determination the Issuer shall be entitled to take into account such facts and circumstances as it considers relevant including, without limitation, (i) any index, benchmark or other price source which measures the same market or economic reality as the Relevant Benchmark and which is formally designated, nominated or recommended by the administrator or sponsor of the Relevant Benchmark or (ii) any index, benchmark or other price source which is formally designated, nominated or recommended by any Relevant Nominating Body, in each case to replace the Relevant Benchmark), in which case:
 - (1) references to such Relevant Benchmark shall be deemed to be replaced with references to such Replacement Index with effect from the Benchmark Trigger Event Determination Date; and
 - (2) the Issuer shall make such other adjustments to the Terms and Conditions as it determines are necessary to account for the effect on the Notes of referencing the Replacement Index in place of such Relevant Benchmark including, without limitation, to any variable, margin, calculation methodology, valuation, settlement, payment terms or any other terms of the Notes; or
 - (B) determine that the Notes shall be redeemed, in which case the Issuer shall redeem the Notes at their early redemption amount (the “**Early Redemption Amount (Benchmark Trigger Event)**”) (which shall be their Fair Market Value as determined by the Calculation Agent (acting in good faith and in a commercially reasonable manner) or such other redemption amount as may be specified in, or determined in accordance with the provisions of, the Pricing Supplement) on the date selected by the Issuer and give notice of such redemption to the Noteholders in accordance with Condition 14 (*Notices*);

provided, however, that if (1) it is or would be unlawful at any time under applicable law or regulation or (2) it would contravene any applicable licensing requirements, in each case, for any of the above provisions or determinations to apply to the Notes, then such provision shall not apply and the Issuer shall not make such determination (as the case may be) and the Issuer shall instead take any of the above actions that complies with the applicable law, regulation or licensing requirements.

- (c) If the Issuer is not able to determine the Relevant Benchmark in accordance with the provisions of this Condition 11A on any Relevant Benchmark Determination Date, then the Relevant Benchmark Determination Date shall be postponed to such date as it is able to make such determination and any Relevant Benchmark Related Payment Date will also be postponed, if needed, such that the Relevant Benchmark Related Payment Date shall fall at least three (3) local banking days (or such other number of days as may be specified in the applicable Pricing Supplement) following the postponed Relevant Benchmark Determination Date.
- (d) The Issuer shall promptly following the determination of any replacement for a Relevant Benchmark pursuant to paragraph (b)(i)(A) or (b)(ii)(A) above give notice thereof and of any changes pursuant to paragraph (b)(i)(B) or (b)(ii)(A)(2) (as applicable) to the Noteholders (in accordance with Condition 14 (*Notices*)).
- (e) Without prejudice, in the case of any Index-Linked Notes, to Condition 9.2(a) (*Index Modification*), if the definition, methodology or formula for a Relevant Benchmark in respect of a Series of Notes, or other means of calculating the Relevant Benchmark in respect of a Series of Notes, is changed, then references to such Relevant Benchmark shall be to such Relevant Benchmark as so changed.

- (f) In making any determination under this Condition 11A, the Issuer shall take account of such facts and circumstances as it considers relevant, including, without limitation, prevailing market practice, any determinations made in respect of any of the Issuer's hedging arrangements in relation to the Notes (including, without limitation, in respect of any termination or re-establishment of hedging arrangements), and the Issuer's funding costs. Except to the extent the such exclusion is prohibited by law, in the absence of fraud or gross negligence on the part of the Issuer, no liability will attach to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 11A.

For the purposes of these Terms and Conditions:

“Administrator/Benchmark Event” means, in respect of any Series of Notes and a Relevant Benchmark, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case, as required under any applicable law or regulation in order for the Issuer, the Calculation Agent or any other entity to perform its or their respective obligations in respect of the Notes all as determined by the Issuer;

“Affected Relevant Benchmark” means, in relation to any Series of Notes, the Relevant Benchmark affected by a Benchmark Trigger Event;

“Alternative Pre-nominated Index” means, in respect of a Relevant Benchmark, the first of the indices, benchmarks or other price sources specified in the relevant Pricing Supplement as an “Alternative Pre-nominated Index” and which is not subject to a Benchmark Trigger Event;

“Benchmark Trigger Event” means:

- (a) in respect of a Series of Notes that references a Relevant Benchmark that is a Reference Rate or a Floating Rate Option, or any other interest rate, yield, cost of funds or similar rate, an Index Cessation Event and an Administrator/Benchmark Event;
- (b) in respect of any other Series of Notes, an Administrator/Benchmark Event;

“Benchmark Trigger Event Determination Date” means, in relation to any Series of Notes and a Relevant Benchmark, the date on which a Benchmark Trigger Event occurred or will be deemed to have occurred in relation to such Relevant Benchmark, as determined by the Issuer in its sole discretion;

“Index Cessation Event” means, in respect of a Relevant Benchmark which is a Reference Rate or a Floating Rate Option, or any other interest rate, yield, cost of funds or similar rate, the occurrence or existence, as determined by the Issuer, of one or more of the following events:

- (a) a public statement or publication of information by or on behalf of the administrator of the Relevant Benchmark announcing that it has ceased or will cease to provide the Relevant Benchmark permanently or indefinitely, **provided that**, at the time of the statement or publication, there is no successor administrator that will continue to provide the Relevant Benchmark;
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Benchmark, the central bank for the currency of the Relevant Benchmark, an insolvency official with jurisdiction over the administrator for the Relevant Benchmark, a resolution authority with jurisdiction over the administrator for the Relevant Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Relevant Benchmark, which states that the administrator of the Relevant Benchmark has ceased or will cease to provide the Relevant Benchmark permanently or indefinitely, **provided that**, at the time of the statement or publication, there is no successor administrator that will continue to provide the Relevant Benchmark;

- (c) if the Relevant Benchmark is the Sterling London interbank offered rate, the Swiss Franc London interbank offered rate, the U.S. Dollar London interbank offered rate, the Euro London interbank offered rate, the Japanese Yen London interbank offered rate, the Singapore Dollar swap offer rate or the Thai Baht interest rate fixing (each, a “**Specified Rate**”), a public statement or publication of information by the regulatory supervisor for the administrator of such Relevant Benchmark announcing (i) that such Relevant Benchmark is no longer, or as of a specified future date will no longer be, capable of being representative, or is non-representative, of the underlying market and economic reality that such Relevant Benchmark is intended to measure as required by applicable law or regulation and as determined by the regulatory supervisor in accordance with applicable law or regulation and (ii) that the intention of that statement or publication is to engage contractual triggers for fallbacks activated by pre-cessation announcements by such supervisor (howsoever described) in contracts;
- (d) if the Relevant Benchmark is not a Specified Rate, the making of a public statement or publication of information by the regulatory supervisor for the Relevant Benchmark or the administrator of the Relevant Benchmark that, in the view of such supervisor or administrator, the Relevant Benchmark is no longer representative of an underlyingly market; or
- (e) the making of a public statement or publication of information by the regulatory supervisor for the Relevant Benchmark or the administrator of the Relevant Benchmark as a consequence of which the Relevant Benchmark will, on or before a specified date (i) be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally, or in respect of the Notes or (ii) be recommended for informational purposes only rather than for use as a benchmark reference rate for securities such as the Notes;

“**Relevant Benchmark**” means, in relation to any Series of Notes:

- (a) each Reference Rate, Floating Rate Option or other interest rate, yield, cost of fund or similar rate specified in the relevant Pricing Supplement as being applicable to such Notes (or, if applicable, the index, benchmark or other price source that is referred to in such Reference Rate or Floating Rate Option);
- (b) each Relevant Rate specified in the relevant Pricing Supplement as being applicable to such Notes (or, if applicable, the index, benchmark or other price source that is referred to in such Relevant Rate);
- (c) each Index specified in the relevant Pricing Supplement as being applicable to such Notes (or, if applicable, the index, benchmark or other price source that is referred to in such Index); or
- (d) any other index, benchmark or price source specified in the relevant Pricing Supplement as being applicable to such Notes.

To the extent that any index, benchmark or price source constitutes an Alternative Pre-nominated Index or Replacement Index used pursuant to Condition 11A (*Consequences of a Benchmark Trigger Event*), such index, benchmark or price source, as applicable, shall be a “Relevant Benchmark” from the day on which it is first used;

“**Relevant Benchmark Determination Date**” means, in relation to any Series of Notes and a Relevant Benchmark, a date on which the rate, level or value of such Relevant Benchmark falls to be determined in accordance with the Terms and Conditions of the Notes;

“**Relevant Benchmark Related Payment Date**” means, in relation to any Series of Notes, a Relevant Benchmark and a Relevant Benchmark Determination Date, any payment date under the Notes for which the amount payable is calculated by reference to the Relevant Benchmark as determined on such Relevant Benchmark Determination Date;

“Relevant Nominating Body” means, in respect of a Relevant Benchmark:

- (a) the central bank for the currency in which the Relevant Benchmark is denominated or any central bank or other supervisor which is responsible for supervising either the Relevant Benchmark or the administrator of the Relevant Benchmark; or
- (b) any working group or committee sponsored by, chaired or co-chaired by, or constituted at the request of (i) the central bank for the currency in which the Relevant Benchmark is denominated, (ii) any central bank or other supervisor which is responsible for supervising either the Relevant Benchmark or the administrator of the Relevant Benchmark, (iii) a group of those central banks or other supervisors or (iv) the Financial Stability Board or any part thereof; and

“Replacement Index” has the meaning given to it in Condition 11A(b)(ii)(A) (*Consequences of a Benchmark Trigger Event*).

12 Replacement of Notes

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issuing and Paying Agent or such Paying Agent or Paying Agents as may be specified for such purpose in the Pricing Supplement (in the case of Bearer Notes and Coupons) or of the Registrar (in the case of Registered Notes) (**“Replacement Agent”**), subject to all applicable laws and the requirements of any stock exchange on which the Notes are listed, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and (except in the case of Notes issued by the Bank) the Guarantor and the Replacement Agent may require. Mutilated or defaced Notes and Coupons must be surrendered before replacements will be delivered therefor.

13 Meetings of Holders and Modification

Meetings of Holders

- 13.1 The Issuing and Paying Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of the Holders of Notes of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution of these Terms and Conditions (such Extraordinary Resolution requiring an increased quorum), the Deed of Covenant and (except in the case of Notes issued by the Bank) the Deed of Guarantee insofar as the same may apply to such Notes. An Extraordinary Resolution passed at any meeting of the Holders of Notes of any Series will be binding on all Holders of the Notes of such Series, whether or not they are present at the meeting, and on all Holders of Coupons relating to Notes of such Series.

In addition, (i) a resolution in writing signed on behalf of all Holders who for the time being are entitled to receive notice of a meeting of Holders or (ii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Issuing and Paying Agent) by or on behalf of all Holders who for the time being are entitled to receive notice of a meeting of Holders, will, in each case, take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders.

Modification

13.2 The Issuer and (except in the case of Notes issued by the Bank) the Guarantor may, with the consent of the Issuing and Paying Agent, but without the consent of the Holders of Notes of any Series or the related Coupons (if any), make:

- (a) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of these Terms and Conditions, the Notes, the Coupons, the Talons, the Deed of Covenant, the Issuing and Paying Agency Agreement or (except in the case of Notes issued by the Bank) the Deed of Guarantee which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of these Terms and Conditions, the Notes, the Coupons, the Talons, the Deed of Covenant, the Issuing and Paying Agency Agreement or (except in the case of Notes issued by the Bank) the Deed of Guarantee which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Noteholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

14 Notices

To Holders of Bearer Notes

14.1 Notices to Holders of Bearer Notes will, save where another means of effective communication has been specified herein or in the Pricing Supplement, be deemed to be validly given if published in a leading daily newspaper having general circulation in Hong Kong (which is expected to be the South China Morning Post) or, if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Asia (or, if permitted by the relevant stock exchange, in the case of Notes represented by a Temporary Global Note or Permanent Global Note, if delivered to Euroclear and Clearstream, Luxembourg and/or any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein or, in the case of Notes represented by a Temporary Global Note or a Permanent Global Note which is held in the CMU Service, if delivered to CMU Service for communication by them to the persons shown in their respective records as having interests therein. The Issuer shall also ensure that notices are duly published in compliance with the requirements of each stock exchange on which the Notes are listed. Any notice so given will be deemed to have been validly given on the date of first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers) or, as the case may be, on the date of such delivery to Euroclear and Clearstream, Luxembourg and/or such other clearing system or CMU Service. Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Notes in accordance with this Condition. A copy of each notice given pursuant to this Condition will in any event be delivered to the CMU Service, Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system.

To Holders of Registered Notes

14.2 Notices to Holders of Registered Notes will be deemed to be validly given upon despatch by first class mail (or equivalent) or (if posted to an overseas address) by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules.

15 Further Issues

The Issuer may from time to time, without the consent of the Holders of any Notes or Coupons, create and issue further notes, bonds or debentures having the same terms and conditions as such Notes in all respects (or in all respects except for the first payment of interest, if any, on them and/or the denomination thereof) so as to form a single series with the Notes of any particular Series.

16 Currency Indemnity

The currency in which the Notes are denominated or, if different, payable, as specified in the Pricing Supplement (the “**Contractual Currency**”), is the sole currency of account and payment for all sums payable by the Issuer in respect of the Notes, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder of a Note or Coupon in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder of a Note or Coupon in respect of such Note or Coupon the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer’s other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Note or Coupon and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of a Note or Coupon and no proof or evidence of any actual loss will be required by the Issuer.

17 Waiver and Remedies

No failure to exercise, and no delay in exercising, on the part of the Holder of any Note, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

18 Governing Law and Submission to Jurisdiction

- 18.1 The Deed of Covenant, the Issuing and Paying Agency Agreement, the Dealership Agreement, any Deed of Adherence, any New Deed of Covenant and any Deed of Guarantee (together, the “**Transaction Documents**”), the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with the Transaction Documents and/or the Notes, the Coupons and the Talons are governed by, and construed in accordance with, English law.
- 18.2 If the Issuer is represented by an attorney or attorneys in connection with the signing and/or execution and/or delivery of this Offering Circular or each agreement or document referred to herein or made pursuant hereto and the relevant power or powers of attorney is or are expressed to be governed by the laws of a particular jurisdiction, it is hereby expressly acknowledged and accepted by the other parties hereto that such laws shall govern the existence and extent of such attorney’s or attorneys’ authority and the effects of the exercise thereof (including without limitation any non-contractual obligations).
- 18.3 Subject to Condition 18.5 below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Transaction Documents and the Notes, and/or the Coupons and the Talons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Transaction Documents, the Notes and/or the Coupons and the Talons (a “**Dispute**”) and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

- 18.4 For the purposes of Conditions 18.3 to 18.5, the Issuer waives, and the Guarantor will waive in the Deed of Guarantee, any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- 18.5 To the extent allowed by law, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.
- 18.6 The Issuer irrevocably appoints, and the Guarantor will agree in the Deed of Guarantee to appoint, HSBC Holdings plc at 8 Canada Square, London E14 5HQ as its agent for service of process in any proceedings before the English courts in relation to any Dispute, and the Issuer and the Guarantor, as the case may be, agrees that, in the event of HSBC Holdings plc being unable or unwilling for any reason so to act, it will immediately appoint another person as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

19 Right of Third Parties

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

USE OF PROCEEDS

It is intended that the net proceeds of the issue of each Tranche of Notes will be used to develop and expand the business of the Bank Group and for general financing purposes, as may be further specified in the relevant Pricing Supplement.

CAPITALISATION

The following table sets forth the Bank Group's capitalisation and indebtedness as at 31 December 2020. For additional information, see the Bank Group's audited consolidated financial statements and notes thereto incorporated by reference into this Offering Circular.

This table should be read in conjunction with the audited consolidated financial statements of the Bank Group and related notes thereto incorporated by reference from time to time into this Offering Circular.

	At 31 December 2020 <i>(audited)</i> <i>(HKD in millions)</i>
Total liabilities	8,504,872
Equity	
Share capital	172,335
Other equity instruments	44,615
Other reserves	149,500
Retained earnings	478,903
Total shareholders' equity	845,353
Non-controlling interests	66,178
Total equity	911,531
Total capitalisation and indebtedness ¹	9,416,403

¹ Total capitalisation and indebtedness equals the sum of total liabilities and total equity.

Unless otherwise disclosed in this Offering Circular, there has not been any material adverse change in the Bank Group's capitalisation and indebtedness since 31 December 2020.

THE BANK GROUP

Incorporation and Business

On 14 August 1866, “The Hongkong and Shanghai Banking Corporation” was established with limited liability in the Hong Kong Special Administrative Region (the “**Hong Kong SAR**”) by The Hongkong and Shanghai Bank Ordinance 1866, as subsequently amended by The Hongkong and Shanghai Banking Corporation Limited Ordinance (Cap. 70) of Hong Kong (the “**Ordinance**”). On 6 October 1989, it was registered under the name of “The Hongkong and Shanghai Banking Corporation Limited” pursuant to Part IX of the then Companies Ordinance (Cap. 32) of Hong Kong, which is now Part 17 of the Companies Ordinance (Cap. 622) of Hong Kong with company number 263876. On 6 June 1997, Memorandum and Articles of Association (the “**M&A**”) were adopted, replacing the Ordinance in part and superseding The Hongkong and Shanghai Bank Regulations (Cap. 70A) of Hong Kong which formerly were the constitutive documents of the Bank. Subsequently, a new set of Articles of Association was adopted in substitution for and to the exclusion of the M&A on 19 May 2014. Its registered and head office is situated at 1 Queen’s Road Central, Hong Kong.

Established in Hong Kong and Shanghai in 1865, The Hongkong and Shanghai Banking Corporation Limited is the founding member of the HSBC Group — one of the world’s largest banking and financial services organisations. It is the largest bank incorporated in Hong Kong and one of Hong Kong’s three note-issuing banks. It is a wholly-owned subsidiary of HSBC Holdings plc, the holding company of the HSBC Group, which has an international network organised into five geographical regions: Europe, Asia, Middle East and North Africa, North America and Latin America.

Directors and Secretary

As of the date of this Offering Circular, the Directors and Secretary of the Bank are set out below.

Names of Directors

Laura May Lung Cha*, GBM, *Chairman*

Peter Tung Shun Wong, GBS, JP, *Deputy Chairman and Chief Executive*

Zia Mody*, *Deputy Chairman*

Graham John Bradley*

Dr Christopher Wai Chee Cheng*, GBS, OBE

Sonia Chi Man Cheng*

Yiu Kwan Choi*

Beau Khoo Chen Kuok*

Irene Yun-lien Lee*

Jennifer Xinzhe Li*

Victor Tzar Kuoi Li[#]

Bin Hwee Quek (née Chua)*, PBM, BBM, JP

Kevin Anthony Westley*, BBS

Tan Sri (Sir) Francis Sock Ping Yeoh*, KBE, CBE

* *independent non-executive Director*

[#] *non-executive Director*

Name of Secretary

Paul Stafford, FCG, FCS

Main Subsidiaries

The main subsidiaries of the Bank as at 31 December 2020 are:

Name	Place of Incorporation	Principal activity	The Bank Group's interest in issued share capital/ registered or charter capital (per cent.)
Hang Seng Bank Limited	Hong Kong	Banking	62.14
HSBC Bank (China) Company Limited	People's Republic of China	Banking	100
HSBC Bank Malaysia Berhad	Malaysia	Banking	100
HSBC Bank Australia Limited ¹	Australia	Banking	100
HSBC Bank (Taiwan) Limited ¹	Taiwan	Banking	100
HSBC Bank (Singapore) Limited	Singapore	Banking	100
HSBC Life (International) Limited ¹	Bermuda	Retirement benefits and life insurance	100

Note:

1 Held indirectly

The principal places of business are the same as the places of incorporation except for HSBC Life (International) Limited which operates mainly in Hong Kong.

Share capital

The following shows the share capital of the Bank Group as at 31 December 2020:

The issued and fully paid up ordinary share capital of the Bank was HK\$172,335 million, comprising 46,440,991,798 ordinary shares, which included HK\$116,103 million paid up in HK\$ and HK\$56,232 million paid up in U.S.\$. The paid up share capital in U.S.\$ represents preference shares which were redeemed or bought back via payment out of distributable profits and for which the amount was transferred from retained earnings to share capital in accordance with the requirements of the Companies Ordinance (Cap. 622) of Hong Kong.

Total shareholders' equity

The total shareholders' equity of the Bank Group as at 31 December 2020 was HK\$845,353 million comprising HK\$172,335 million of share capital, HK\$44,615 million of other equity instruments, HK\$149,500 million of other reserves and HK\$478,903 million of retained earnings.

Subordinated liabilities

Subordinated liabilities of the Bank Group issued to third parties measured at amortised cost, as at 31 December 2020 and 2019, consisted of undated primary capital notes and other loan capital having an original term to maturity of five years or more. Subordinated liabilities issued to group entities are not included in the below.

	2020	2019
	<i>HK\$m</i>	<i>HK\$m</i>
Subordinated liabilities	4,065	4,066

Debt Securities in Issue

The debt securities in issue of the Bank Group measured at amortised cost as at 31 December 2020 were HK\$79,419 million.

The Bank has announced its financial results as of and for the year ended 31 December 2020 on 23 February 2021 in a news release headed "THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED 2020 CONSOLIDATED RESULTS — HIGHLIGHTS" (the "**Highlights**"), which is available for review at the following hyperlink: <http://www.about.hsbc.com.hk/news-and-media>. For further information on the consolidated capitalisation of the Bank Group, please refer to page 6 of the Highlights. Any information appearing on such website does not form part of this Offering Circular.

TAXATION

The statements below regarding taxation are based on relevant law and practice at the date of this Offering Circular and are subject to any subsequent changes in law or practice (which could be made on a retroactive basis). The following statements do not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes and may not apply equally to all persons. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the tax consequences of their ownership of the Notes.

Hong Kong

Withholding Tax

No withholding tax is payable in Hong Kong in respect of payments of principal or interest on the Notes or in respect of any capital gains arising on the sale of the Notes.

Profits Tax

Hong Kong profits tax is chargeable on every person carrying on a trade, profession or business in Hong Kong in respect of profits arising in or derived from Hong Kong from such trade, profession or business (excluding profits arising from the sale of capital assets).

- 1.1 Interest on the Notes may be deemed to be profits arising in or derived from Hong Kong from a trade, profession or business carried on in Hong Kong in the following circumstances:
 - (i) interest on the Notes is derived from Hong Kong and is received by or accrues to a corporation carrying on a trade, profession or business in Hong Kong;
 - (ii) interest on the Notes is derived from Hong Kong and is received by or accrues to a person, other than a corporation, carrying on a trade, profession or business in Hong Kong and is in respect of the funds of that trade, profession or business;
 - (iii) interest on the Notes is received by or accrues to a financial institution (as defined in the Inland Revenue Ordinance (Cap. 112) of Hong Kong (the “**IRO**”)) and arises through or from the carrying on by the financial institution of its business in Hong Kong; or
 - (iv) interest on the Notes is received by or accrues to a corporation, other than a financial institution, and arises through or from carrying on in Hong Kong by the corporation of its intra-group financing business (within the meaning of section 16(3) of the IRO).
- 1.2 Pursuant to the Exemption from Profits Tax (Interest Income) Order, interest income accruing to a person other than a financial institution, on deposits (denominated in any currency and whether or not the deposit is evidenced by a certificate of deposit) placed with, inter alia, an authorized institution in Hong Kong (within the meaning of section 2 of the Banking Ordinance (Cap. 155) of Hong Kong) is exempt from the payment of Hong Kong profits tax. This exemption does not apply, however, to deposits that are used to secure or guarantee money borrowed in certain circumstances. Provided no prospectus involving the issue of the Notes is registered under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong, the issue of the Notes by the Bank is expected to constitute a deposit to which the above exemption from payment will apply.
- 1.3 Sums received by or accrued to a financial institution by way of gains or profits arising through or from the carrying on by the financial institution of its business in Hong Kong from the sale, disposal and redemption of Notes will be subject to Hong Kong profits tax. Sums received by or accrued to a corporation, other than a financial institution, by way of gains or profits arising through or from the carrying on in Hong Kong by the corporation of its intra-group financing business (within the meaning of section 16(3) of the IRO) from the sale, disposal or other redemption of Notes will be subject to Hong Kong profits tax.

- 1.4 Sums derived from the sale, disposal or redemption of Notes will be subject to Hong Kong profits tax where received by or accrued to a person, other than a corporation, who carries on a trade, profession or business in Hong Kong and the sum has a Hong Kong source unless otherwise exempted. The source of such sums will generally be determined by having regard to the manner in which the Notes are acquired and disposed of.
- 1.5 In certain circumstances, Hong Kong profits tax exemptions (such as concessionary tax rates) may be available. Investors are advised to consult their own tax advisors to ascertain the applicability of any exemptions to their individual position.

Stamp Duty in respect of the Notes

Stamp duty will not be payable on the issue of Bearer Notes provided that either:

- (i) such Bearer Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (ii) such Bearer Notes constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong (the “SDO”)).

If stamp duty is payable, it is payable by the Issuer on the issue of Bearer Notes at a rate of 3 per cent. of the market value of the Bearer Notes at the time of issue. No stamp duty will be payable on any subsequent transfer of Bearer Notes.

No stamp duty is payable on the issue of Registered Notes. Stamp duty may be payable on any transfer of Registered Notes if the relevant transfer is required to be registered in Hong Kong. Stamp duty will, however, not be payable on any transfer of Registered Notes provided that either:

- (i) such Registered Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (ii) such Registered Notes constitute loan capital (as defined in the SDO).

If stamp duty is payable in respect of the transfer of Registered Notes it will be payable at the rate of 0.2 per cent. (of which 0.1 per cent. is payable by the seller and 0.1 per cent. is payable by the purchaser) normally by reference to the consideration or its value, whichever is higher. In addition, stamp duty is payable at the fixed rate of HK\$5 on each instrument of transfer executed in relation to any transfer of the Registered Notes if the relevant transfer is required to be registered in Hong Kong.

Singapore

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Inland Revenue Authority of Singapore (“IRAS”) and the Monetary Authority of Singapore (the “MAS”) in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Holders and prospective holders of the Notes are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership or disposal of the Notes, including, in particular, the effect of any

foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Arranger and any other persons involved in the issue of the Notes accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.

In addition, if Notes are issued as perpetual securities, the disclosure below is made on the assumption that the IRAS regards such tranche of perpetual Notes as “debt securities” for the purposes of the Income Tax Act, Chapter 134 of Singapore (the “ITA”) and that interest payments made under each tranche of such perpetual Notes will be regarded as interest payable on indebtedness and holders thereof may therefore enjoy the tax concessions and exemptions available to qualifying debt securities, provided that the other conditions for the Qualifying Debt Securities scheme are satisfied. If any tranche of such perpetual Notes is not regarded as “debt securities” for the purposes of the ITA, or any distribution payment made under any tranche of the Notes is not regarded as interest payable on indebtedness or holders thereof are not eligible for the tax concessions under the Qualifying Debt Securities scheme, the tax treatment to holders may differ. Investors and holders of any tranche of such perpetual Notes should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of any tranche of perpetual Notes.

The disclosure in paragraphs 1 to 5 below summarises the income tax treatment currently applicable where the Issuer is The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch or any other entity which is resident in Singapore for the purposes of the ITA.

1 Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17 per cent. The applicable rate for non-resident individuals is currently 22 per cent. However, if the payment is derived by a person not resident in Singapore from sources other than from its trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and
- (c) prepayment fee, redemption premium or break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession in Singapore.

2 Withholding Tax Exemption on Payments by (amongst others) Licensed Banks

Payments falling within Section 12(6) of the ITA and made by (amongst certain other persons) licensed banks in Singapore to persons who are non-Singapore tax-residents (other than permanent establishments in Singapore):

- (a) between 1 April 2011 and 31 March 2021; or
- (b) on a contract which takes effect between 1 April 2011 and 31 March 2021,

will be exempt from tax, provided the payments are made for the purposes of the licensed bank's business in Singapore and the payments do not arise from a transaction to which the general anti-avoidance provisions in Section 33 of the ITA applies.

With effect from 17 February 2012, (amongst certain other persons) licensed banks are no longer required to withhold tax on payments falling within Section 12(6) of the ITA which they are liable to make to permanent establishments in Singapore of a non-resident person:

- (a) between 17 February 2012 and 31 March 2021 on contracts that take effect before 17 February 2012; and
- (b) on or after 17 February 2012 on contracts that take effect between 17 February 2012 to 31 March 2021.

With effect from 21 February 2014, the expiry date of 31 March 2021 referred to in the immediately preceding paragraph does not apply to payments to Singapore branches of non-resident persons as the requirement to withhold tax from payments to Singapore branches has been lifted.

Notwithstanding the immediate preceding paragraph, permanent establishments in Singapore of a non-resident person are required to declare such payments in their annual income tax returns and will be assessed to tax on such payments (unless specifically exempt from tax).

3 Qualifying Debt Securities Scheme

Where more than half of the Notes issued under a tranche of the Programme are distributed by (by any or any combination of) Financial Sector Incentive (Capital Market) Companies, Financial Sector Incentive (Standard Tier) Companies or Financial Sector Incentive (Bond Market) Companies (each as defined in the ITA), such tranche of Notes (the "**Relevant Notes**") issued as debt securities under the Programme during the period from the date of this Offering Circular to (and including) 31 December 2023 would be "qualifying debt securities" pursuant to the ITA and the Income Tax (Qualifying Debt Securities) Regulations, to which the following treatments shall apply:

- (i) subject to certain prescribed conditions having been fulfilled (including the submission to the MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require, and the inclusion by the Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Notes is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Notes using funds from that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the "**Qualifying Income**") from the Relevant Notes, derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax.

(ii) subject to certain conditions having been fulfilled (including the submission to the MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Qualifying Income from the Relevant Notes derived by any company or body of persons (as defined in the ITA) in Singapore is subject to income tax at a concessionary rate of 10 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and

(iii) subject to:

(aa) the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the ITA; and

(bb) the submission to the MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

payments of Qualifying Income derived from the Relevant Notes are not subject to withholding of tax by the Issuer.

However, notwithstanding the foregoing:

(A) if during the primary launch of any tranche of the Relevant Notes, the Relevant Notes of such tranche are issued to less than four persons and 50 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Notes would not qualify as “qualifying debt securities”; and

(B) even though a particular tranche of Relevant Notes are “qualifying debt securities”, if, at any time during the tenure of such tranche of Relevant Notes, 50 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Notes held by:

(i) any related party of the Issuer; or

(ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term “**related party**”, in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms “**break cost**”, “**prepayment fee**” and “**redemption premium**” are defined in the ITA as follows:

- (a) “**break cost**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;
- (b) “**prepayment fee**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and
- (c) “**redemption premium**”, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to “break cost”, “prepayment fee” and “redemption premium” in this Singapore tax disclosure have the same meaning as defined in the ITA.

Notwithstanding that the Issuer is permitted to make payments of Qualifying Income in respect of the Relevant Notes without deduction or withholding for tax under Section 45 or Section 45A of the ITA, any person whose Qualifying Income derived from the Relevant Notes is not exempt from tax is required to include such income in a return of income made under the ITA.

4 Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or are required to apply Singapore Financial Reporting Standards 39 (“**FRS 39**”), Singapore Financial Reporting Standards 109 (“**FRS 109**”) or Singapore Financial Reporting Standards (International) 9 (“**SFRS(I) 9**”) may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be) (as modified by the applicable provisions of Singapore income tax law). Please see the section below on “Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes”.

5 Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes

Section 34A of the ITA provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and “**opt-out**” provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. The IRAS has also issued the e-Tax Guide entitled “Income Tax Implications Arising from the Adoption of FRS 39 — Financial Instruments: Recognition and Measurement”.

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS39. Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The IRAS has also issued an e-Tax Guide entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 — Financial Instruments”.

Holders of the Notes who may be subject to the tax treatment under Sections 34A or 34AA of the ITA should consult their own tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

6 Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

EU financial transaction tax

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the “**Commission’s Proposal**”), for a financial transaction tax (“**FTT**”) to be adopted in certain participating EU member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia) (the “**participating Member States**”). However, Estonia has since stated it will not participate.

The Commission’s Proposal could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation EC No 1287/2006 are expected to be exempt.

Under the Commission’s proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating member states. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating member state. A financial institution may be, or be deemed to be, “established” in a participating member state in a broad range of circumstances, including (a) by transacting with a person established in a participating member state or (b) where the financial instrument which is subject to the financial transaction is issued in a participating member state.

The FTT proposal remains subject to negotiation between participating member states. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU member states may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

U.S. Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), commonly known as the Foreign Account Tax Compliance Act (“**FATCA**”), a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer believes that it is a foreign financial institution for these purposes. In addition, payments that are treated as “dividend equivalent payments” pursuant to Section 871(m) of the Code (discussed below) may also be subject to withholding pursuant to FATCA if the recipient fails to meet the requirements discussed above. A number of jurisdictions (including Hong Kong) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, is not clear at this time. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, proposed regulations have been issued that provide that such withholding would not apply to foreign passthru payments prior to the date that is two years after the date on which final regulations defining “foreign passthru payments” are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Additionally, Notes that are not treated as equity for U.S. federal income tax purposes and that have a fixed term generally would be “grandfathered” for purposes of FATCA withholding (i) in respect of Notes that give rise solely to foreign passthru payments, if issued on or prior to the date that is six months after the date on which final Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, and (ii) in respect of Notes that give rise to a dividend equivalent pursuant to Section 871(m) of the Code and the Treasury regulations promulgated thereunder, if issued on or prior to the date that is six months after the date on which obligations of its type are first treated as giving rise to dividend equivalents, in each case unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Notes (as described under “*Terms and Conditions — Further Issues*”) that are not distinguishable from grandfathered Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all the Notes in the series, including grandfathered Notes, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, none of the Issuer, the Arranger nor the Dealers or any other person involved in the Programme will be required to pay additional amounts as a result of the withholding.

U.S. Dividend Equivalent Payment Withholding

Section 871(m) of the Code treats a “dividend equivalent” payment as a dividend from sources within the United States and will be subject to a 30 per cent. U.S. withholding tax. A “dividend equivalent” payment generally includes (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a “specified notional principal contract” that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) or (ii). Final U.S. Treasury regulations issued under Section 871(m) (the “**Section 871(m) Regulations**”) require withholding on certain non-U.S. holders of the Notes with respect to amounts treated as dividend equivalent payments. Under the Section 871(m) Regulations, only a Note that has an expected economic return sufficiently similar to that of the underlying U.S. security, as determined on the Note’s issue date based on tests set forth in the Section 871(m) Regulations, will be subject to the Section 871(m) withholding regime (making such Note a “**Specified Note**”).

Withholding in respect of dividend equivalents will generally be required when cash payments are made on a Specified Note or upon the date of maturity, lapse or other disposition by the holder of the Specified Note. If the underlying U.S. security or securities are expected to pay dividends during the term of the Specified Note, withholding generally will still be required even if the Specified Note does not provide for payments explicitly linked to dividends. If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

Pursuant to recent IRS guidance, the Section 871(m) Regulations will not apply to certain financial instruments issued prior to 1 January 2023 if such financial instruments are not “delta one” transactions. With respect to financial instruments issued on or after 1 January 2023, a financial instrument will be a Specified Note subject to Section 871(m) if such instrument has a delta of 0.8 or greater with respect to an underlying security. However, the Section 871(m) regulations provide certain broadly applicable exceptions to characterisation as Specified Notes, in particular for certain instruments linked to certain broad-based indices. The “delta” of a financial instrument is the ratio of the change in the fair market value of such instrument to the change in the fair market value of the property referenced by such instrument. If the terms of a Note are subject to a “significant modification” such that the Note is treated as retired and reissued for U.S. federal income tax purposes, it could lose its “grandfathered” status and might become a Specified Note issued on the modification date based on economic conditions in effect at that time. Similarly, if additional Notes of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of Notes out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing Notes are Specified Notes as the date of such subsequent sale or issuance. Consequently, a previously out of scope Note might be treated as a Specified Note following such further issuance.

As discussed above, FATCA would impose withholding tax at a rate of 30 per cent. on any payments in respect of a Note that are treated as dividend equivalent payments when paid to persons that fail to meet certain certification, reporting, or related requirements. While a payment with respect to a Note could be subject to U.S. withholding under both FATCA and as a result of being treated as a dividend equivalent payment, the maximum rate of U.S. withholding on such payment would not exceed 30 per cent.

Upon the issuance of a series of Notes, the Issuer will state in the applicable Pricing Supplement if it has determined that they are Specified Notes, in which case a holder of the Notes should expect to be subject to withholding in respect of any dividend-paying U.S. securities underlying those Notes. The Issuer’s determination is binding on holders of the Notes, but it is not binding on the IRS. Additionally, the Issuer may withhold the full 30 per cent. tax on any payment on the Notes in respect of any dividend equivalent arising with respect to such Notes regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a Noteholder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A Noteholder may be able to claim a credit against its U.S. federal income tax liability for such withholding and may be entitled to a refund of any excess withholding provided the required information is timely furnished to the IRS. However, Noteholders may not receive the necessary information to properly claim a refund.

The Section 871(m) Regulations require complex calculations to be made with respect to Notes linked to U.S. securities and their application to a specific issue of Notes may be uncertain. Prospective investors should consult their tax advisers on the potential application of Section 871(m) to the Notes.

PRO FORMA PRICING SUPPLEMENT

THE NOTES TO WHICH THIS PRICING SUPPLEMENT RELATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

Pricing Supplement dated [●]

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

as [Issuer] [Guarantor]

and

[[NAME OF NEW ISSUER]

as Issuer]

U.S.\$20,000,000,000

Medium Term Note Programme

Issue of

[●]

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Offering Circular dated 15 March 2021 [and the supplemental Offering Circular dated [●]]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular [as so supplemented].

[This Pricing Supplement is for distribution to “Professional Investors” (as defined in Chapter 37 of the Rules Governing of Listing Securities on The Stock Exchange of Hong Kong Limited (the “**Hong Kong Listing Rules**”)) (“**Professional Investors**”) only.

Notice to Hong Kong investors: The Issuer [and the Guarantor] confirm[s] that the Notes are intended for purchase by Professional Investors only [and will be listed on The Stock Exchange of Hong Kong Limited (the “**Hong Kong Stock Exchange**”) on that basis]. Accordingly, the Issuer [and the Guarantor] confirm[s] that the Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.

The Hong Kong Stock Exchange has not reviewed the contents of this document, other than to ensure that the prescribed form disclaimer and responsibility statements, and a statement limiting distribution of this document to Professional Investors only have been reproduced in this document. Listing of the Programme and the Notes on the Hong Kong Stock Exchange is not to be taken as an indication of the commercial merits or credit quality of the Programme, the Notes, or the Issuer [and Guarantor], or quality of disclosure in this document. Hong Kong Exchanges and Clearing Limited and the Hong Kong Stock Exchange take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

This document includes particulars given in compliance with the Hong Kong Listing Rules for the purpose of giving information with regard to the Issuer [and the Guarantor]. The Issuer [and the Guarantor] accept[s] full responsibility for the accuracy of the information contained in this document and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement herein misleading.]¹

[This Pricing Supplement is for distribution to “professional investors” (as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”)) only.

Notice to Hong Kong investors: The Issuer [and the Guarantor] confirm[s] that the Notes are intended for purchase by “professional investors” (as defined in the SFO) only. Accordingly, the Issuer [and the Guarantor] confirm[s] that the Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.]²

[MiFID II product governance / Professional investors and ECPs only target market — Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR product governance/Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[PRIIPs REGULATION - PROHIBITION OF SALES TO EEA RETAIL INVESTORS — The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

¹ Applicable for Notes to be listed on the Hong Kong Stock Exchange only.

² Applicable for Notes that are “structured products” (as defined in the SFO) only.

[UK PRIIPs REGULATION – PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

[In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures Act (Capital Market Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes [are] / [are not] prescribed capital markets products (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products.)] [*For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.*]

The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Conditions**”) set forth in the Offering Circular dated [*original date*] [and the Supplemental Offering Circular dated [●]]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular dated [*current date*], save in respect of the Conditions [which are extracted] from the Offering Circular dated [*original date*] [and are attached hereto.]

[The following language applies if any Tranche of the Notes is intended to be “qualifying debt securities” (as defined in the Income Tax Act, Chapter 134 of Singapore)

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Notes by any person who (i) is not resident in Singapore and (ii) carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act, Chapter 134 of Singapore (the “**ITA**”), shall not apply if such person acquires such Notes using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Pricing Supplement.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]³

- 1 [(i)] Issuer: [The Hongkong and Shanghai Banking Corporation Limited[, acting through its principal office in Hong Kong]/[acting through its Specified Branch]]
[Name of New Issuer]⁴
- [(ii)] Specified Branch: [Singapore (located at 10 Marina Boulevard, #45-01 Marina Bay Financial Centre Tower 2, Singapore 018983)/specify]]
- [(iii)] Guarantor: [The Hongkong and Shanghai Banking Corporation Limited]]
- 2 (i) Series Number: []
- [(ii)] Tranche Number: []
- [(iii)] Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [31] below, which is expected to occur on or about [date]] [Not Applicable]]
- 3 Currency or Currencies: (Condition 1.10) []
- 4 Aggregate Nominal Amount: []
- [(i)] Series: []
- [(ii)] Tranche: []
- 5 [(i)] Issue Price: [] per cent. of the Aggregate Nominal Amount [(which comprises [] per cent. per annum discount rate and [] per cent. per annum option premium rate, each of the Aggregate Nominal Amount)] [plus accrued interest from [*insert date*] (*in the case of fungible issues only, if applicable*)]
- [(ii)] Net proceeds: [] (Required only for listed issues)

³ *Include this if the New Issuer (if the New Issuer is not an authorised person permitted to accept deposits under the Financial Services and Markets Act 2000 (the “FSMA”) or is exempt under the FSMA) is the Issuer and the issue proceeds are received by the Issuer in the United Kingdom.*

⁴ *The proceeds of each issue of Notes by the New Issuer must either be received by the Issuer from an authorized institution (as defined in the Banking Ordinance of Hong Kong) or a bank incorporated outside Hong Kong which is not an authorized institution (as so defined) or otherwise in compliance with the Banking Ordinance of Hong Kong.*

- 6 (a) Denomination(s):
(Condition 1.8 or 1.9) []
(N.B. Notes must have a minimum denomination of 100,000 (or equivalent) unless the issue of Notes is (i) NOT admitted to trading on a European Economic Area or United Kingdom exchange; and (ii) only offered in the European Economic Area or in the United Kingdom in circumstances where a prospectus is not required to be published under the Prospectus Regulation)
*(Note — where multiple denominations above [U.S.\$200,000] or equivalent are being used the following sample wording should be followed:
“[U.S.\$200,000] and integral multiples of [U.S.\$1,000] in excess thereof up to and including [U.S.\$399,000]. No Notes in definitive form will be issued with a denomination above [U.S. \$399,000].”)*
(In the case of Registered Notes, this means the minimum integral amount in which transfers can be made)
- [(b) Calculation Amount: []
(If only one Denomination, insert the Denomination. If more than one Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Denominations.)]
- 7 [(i) Issue Date: []
[(ii) Interest Commencement Date (if different from the Issue Date): []
(Condition 4.8)
- (N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
- 8 Maturity Date:
(Condition 5.1) [specify date or (for Floating Rate Notes) Interest Payment Date falling in the relevant month and year]
[In relation to Notes issued by a New Issuer (if the New Issuer is not an authorised person permitted to accept deposits under the FSMA or is exempt under the FSMA), if the issue proceeds are received by the Issuer in the United Kingdom and the Maturity Date is earlier than the first anniversary of the Issue Date, the Notes must have a minimum redemption value of £100,000 (or its equivalent in other currencies) and the Notes may not be transferred unless the redemption value of each Note is not less than £100,000 (or such an equivalent amount), and be sold only to “**professional investors**” (or another applicable exemption from Section 19 of the Financial Services and Markets Act 2000 must be available).]

- 9 Interest Basis:
(Condition 4) [[●] per cent. Fixed Rate]
[[specify reference rate] +/-[●] per cent.
Floating Rate]
[Zero Coupon]
[Equity-Linked Interest]
[Fund-Linked Interest]
[Index-Linked Interest]
[Other (specify)]
[See Annex]
(further particulars specified below)
- 10 Redemption/Payment Basis: [Redemption at par]
[Equity-Linked Redemption]
[Fund-Linked Redemption]
[Index-Linked Redemption]
[Dual Currency]
[Partly Paid]
[Other (specify)]
[See Annex]
- 11 Change of Interest or Redemption/Payment Basis: [Specify details of any provision for
convertibility of Notes into another interest or
redemption/payment basis]
[Not Applicable]
- 12 Put/Call Options:
(Condition 5.4 and 5.7) [Investor Put]
[Issuer Call]
[(further particulars specified below)]
[Not Applicable]
- 13 [Date [Board] approval for issuance of Notes
[and Guarantee] obtained: [Applicable/Not Applicable] [and []
respectively]]
(N.B. Only relevant where Board (or similar)
authorisation is required for the particular
tranche of Notes or related Guarantee)
- 14 Listing: [Hong Kong Stock Exchange/other (specify)/
None]
(for Notes to be listed on the Hong Kong Stock
Exchange, insert the expected effective listing
date of the Notes)
- 15 Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 16 **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining
sub-paragraphs of this paragraph)
- (i) Interest Rate[(s)]: [] per cent. per annum payable in arrear
(Condition 4.12) on each Interest Payment Date
- (ii) Interest Payment Date(s): [] in each year [up to and including the
(Condition 4.12) Maturity Date (Amend in the case of irregular
coupons)]
- (iii) Fixed Coupon Amount[(s)]: [] per Calculation Amount
(Applicable to Notes in definitive form.)
- (iv) Broken Amount(s): [] per Calculation Amount, payable on
(Applicable to Notes in definitive form.) the Interest Payment Date falling [in/on]
[] [Not Applicable]
- (v) Day Count Fraction: []
(Condition 4.12)

(vi) Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/give details] <i>(Consider if day count fraction, particularly for euro denominated issues, should be on an Actual/Actual basis)</i>
17 Floating Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph. Also consider whether EURIBOR is the appropriate reference rate in respect of euro denominated issues)</i>
(i) [Interest Period(s)/Interest Payment Dates:] (Condition 4.12)	[Specify Interest Payment Dates unless the Applicable Business Day Convention in respect of such dates is the FRN Convention, in which case specify a number of months]
(ii) Interest Period End Dates: (Condition 4.12)	[Specify, when the Applicable Business Day Convention in respect of such dates is the FRN Convention]
(iii) Interest Accrual Period: (Condition 4.12)	[Specify a number of months, if the Applicable Business Day Convention in respect of Interest Period End Dates is the FRN Convention]
(iv) Applicable Business Day Convention: (Condition 4.12)	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
(v) Business Days: (Condition 4.12)	[Specify any additional/substitute places or days]
(vi) Manner in which the Interest Rate(s) is/are to be determined:	[Screen Rate Determination/other (give details)]
(vii) Calculation Agent: (Condition 4.12)	[Name and specified office, if not the Issuing and Paying Agent]
(viii) Screen Rate Determination:	[●]
— Reference Rate:	[[●] months] [specify LIBOR or another]
— Interest Determination Date(s): (Condition 4.12)	[●]
— Relevant Screen Page: (Condition 4.3)	[]
— Relevant Time: (Condition 4.12)	[Specify if not the London interbank market]
— Relevant Market: (Condition 4.12)	[●]
— Relevant Currency: (Condition 4.12)	[●]
— Alternative Pre-nominated Index: (Condition 11A)	[] [specify alternative pre-nominated Index details] [Not applicable]
(ix) ISDA Determination:	[Applicable] [Not applicable]
— Floating Rate Option: (Condition 4.4A)	[]
— Designated Maturity: (Condition 4.4A)	[]
— Reset Date: (Condition 4.4A)	[]
— Alternative Pre-nominated Index: (Condition 11A)	[] [specify alternative pre-nominated Index details] [Not applicable]

- (x) Non-Indexed Overnight Rate Determination: [Applicable] [Not applicable]
- Reference Rate: (Condition 4.4B) [SONIA] [SOFR] [€STR]
 - Interest Determination Date(s): (Condition 4.4B) [●] [[●] [prior to the [The] [first] day of each Interest Accrual Period]] [The [second] [●] [Business Day] [●] falling prior to Interest Payment Date] [Each Interest Payment Date, provided that in respect of the final Interest Accrual Period, the Interest Determination Date shall be the [second] [●] [Business Day] [●] falling prior to Interest Payment Date ([not] taking into account any adjustment made pursuant to Condition 8 (Payments)) — use for Payment Delay only]
 - Determination Method: (Condition 4.4B) [Compound Daily Rate] [Weighted Average Rate]
 - Observation Method: (Condition 4.4B) [Observation Shift] [Lag] [Lock-Out] [Payment Delay]
 - Observation Shift Option [Specific where Observation Shift is applicable]: [Standard Shift] [IDD Shift]
 - “Y”: (Condition 4.4B) [360 – likely to be specified for GBP] [365 – likely to be specified for USD] [●]
 - “p”: (Condition 4.4B) [Specify if Observation Shift (Standard Shift) or Lag are applicable] [Not Applicable]
 - ARRC Fallbacks: (Condition 4.4B) [Applicable] [Not Applicable] — May be applicable if SOFR is the Reference Rate only
 - Initial Interest Rate: [[●] per cent. per annum — Specify only where ARRC fallbacks apply]
 - Effective Interest Payment Dates: (Condition 4.4B) [In respect of each Interest Accrual Period other than the final Interest Accrual Period, the date falling [two] [●] [Business Days] [●] following the Interest Payment Date, and in respect of the final Interest Accrual Period, the Maturity Date or redemption date (as applicable) of the Notes. — include if Payment Delay is specified] [Not Applicable]
 - Alternative Pre-nominated Index: (Condition 4.4B) [] [specify Alternative Pre-nominated Index details] [Not Applicable]
- (xi) Linear Interpolation: [Not applicable] [Applicable — the Interest Rate for the Interest Accrual Period ending on the Interest Payment Date falling in [] shall be calculated using Linear Interpolation]
- (xii) Relevant Margin(s): (Condition 4.3) [+/-][] per cent. per annum
- (xiii) Minimum Interest Rate: (Condition 4.7) [] per cent. per annum
- (xiv) Maximum Interest Rate: (Condition 4.7) [] per cent. per annum
- (xv) Day Count Fraction: (Condition 4.12) []
- (xvi) Reference Banks: (Condition 4.12) [Specify if necessary] []

(vii)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[] [<i>Where ISDA Determination is specified, determine whether any Fallback supplement should be deemed to apply to ISDA Transaction</i>]
18	Zero Coupon Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Amortisation Yield: (Condition 4.11)	[] per cent. per annum
(ii)	Day Count Fraction: (Condition 4.12)	[]
(iii)	Rate of interest on Overdue Amounts: (Condition 4.11)	[Specify, if not the Amortisation Yield]
(iv)	Any other formula/basis of determining amount payable:	[]
19	Equity-Linked Interest Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Formula:	<i>[give or annex details — if appropriate, cross-refer to the definition of Valuation Date in paragraph [44] below]</i>
(ii)	Provisions for determining interest where calculated by reference to Equity and/or formula:	[]
(iii)	Provisions for determining interest where calculation by reference to Equity and/or formula is impossible or impracticable or otherwise disrupted:	[] [Need to include a description of market disruption or settlement disruption events and adjustment provisions]
(iv)	Interest Period(s): (Condition 4.12)	[]
(v)	Interest Payment Dates: (Condition 4.12)	[]
(vi)	Business Day Convention: (Condition 4.12)	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/other (<i>give details</i>)]
(vii)	Minimum Interest Rate: (Condition 4.7)	[[•] per cent. [per annum]]
(viii)	Maximum Interest Rate: (Condition 4.7)	[[•] per cent. [per annum]]
(ix)	Day Count Fraction: (Condition 4.12)	[]
20	Fund-Linked Interest Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Formula:	<i>[give or annex details — if appropriate, cross-refer to the definition of Valuation Date in paragraph [44] below]</i>
(ii)	Provisions for determining interest where calculated by reference to Reference Fund and/or formula:	[]

- (iii) Provisions for determining interest where calculation by reference to Reference Fund and/or formula is impossible or impracticable or otherwise disrupted: []
[Need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (iv) Interest Period(s): []
 (Condition 4.12)
- (v) Interest Payment Dates: []
 (Condition 4.12)
- (vi) Applicable Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/other (*give details*)]
 (Condition 4.12)
- (vii) Minimum Interest Rate: [[•] per cent. [per annum]]
 (Condition 4.7)
- (viii) Maximum Interest Rate: [[•] per cent. [per annum]]
 (Condition 4.7)
- (ix) Day Count Fraction: []
 (Condition 4.12)
- 21 **Index-Linked Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Index/Formula: [*give or annex details*]
- (ii) Calculation Agent: [*Name and specified office, if not the Issuing and Paying Agent*]
 (Condition 4.12)
- (iii) Party responsible for calculating the Interest Rate (if not the Calculation Agent) and Interest Amount (if not the Calculation Agent): []
- (iv) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: []
- (v) Interest Period(s)/Interest Payment Dates: [*Specify Interest Payment Dates unless the Applicable Business Day Convention in respect of such dates is the FRN Convention, in which case specify a number of months*]
 (Condition 4.12)
- (vi) Applicable Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
 (Condition 4.12)
- (vii) Additional Business Days: [*Specify any additional/substitute places or days*]
 (Condition 4.12)
- (viii) Minimum Interest Rate: [] per cent. per annum
 (Condition 4.7)
- (ix) Maximum Interest Rate: (Condition 4.7) [] per cent. per annum
- (x) Day Count Fraction: []
 (Condition 4.12)

- 22 **Dual Currency Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of exchange/method of calculating rate of exchange: [give or annex details]
- (ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Calculation Agent): *(Name and specified office, if not the Issuing and Paying Agent)*
 (Condition 4.12)
- (iii) Provisions applicable where calculation by reference to rate of exchange impossible or impracticable: and adjustment provisions] *[need to include a description of market disruption or settlement disruption events]*
- (iv) Person at whose option specified currency(ies) is/are payable: []
- (v) Rate of interest on Overdue Amounts: *[Specify, if different from the Interest Rate]*
 (Condition 4.8)

PROVISIONS RELATING TO REDEMPTION

- 23 **Call Option** [Applicable/Not Applicable]
 (Condition 5.4) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Call Option Date(s)/Call Option Period: []
- (ii) Early Redemption Amount (Call) and method, if any, of calculation of such amount(s): [[] per Calculation Amount/specify other/see Annex]
- (iii) If redeemable in part: *[Specify, otherwise redemption will only be permitted of entire Series]*
- (a) Minimum Redemption Amount: []
- (b) Maximum Redemption Amount: []
- (iv) Notice period (if other than as set out in the Conditions): []
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)
- 24 **Put Option** [Applicable/Not Applicable]
 (Condition 5.7) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Put Date(s)/Put Period: []
- (ii) Early Redemption Amount (Put) and method, if any, of calculation of such amount(s): [[] per Calculation Amount/specify other/see Annex]

- (iii) Notice period (if other than as set out in the Conditions): []
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

25 **Maturity Redemption Amount**
(Condition 5.1)

[For Equity-Linked Notes:

Unless previously redeemed or purchased and cancelled and subject to the other terms and conditions of the Notes, the Issuer shall redeem each Note either:

- (i) *[Include descriptions of the relevant conditions]*, by delivering to the Holder on the Settlement Date the Securities Transfer Amount [per Calculation Amount/*specify other/see Annex*]; or
- (ii) in all other circumstances, by paying an amount equal to [par/an amount determined in accordance with the formula set out in the Annex [1] hereto] [per Calculation Amount/*specify other/ see Annex*] on the Maturity Date.]

[For Fund-Linked Notes:

- (i) Reference Fund/formula: []
- (ii) Provisions for determining Maturity Redemption Amount where calculated by reference to Reference Fund and/or formula: []
- (iii) Provisions for determining Maturity Redemption Amount where calculation by reference to a Reference Fund and/or formula is impossible or impracticable or otherwise disrupted: [Need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (iv) Minimum Maturity Redemption Amount: []
- (v) Maximum Maturity Redemption Amount: []]

[For other Notes:

Par/[] per Calculation Amount/other - specify/See Annex []

26 **Early Redemption for Taxation Reasons**
(Condition 5.2)

(i) Early Redemption Amount (Tax):

[Fair Market Value][Specify, if not the principal amount or, in the case of any Notes which are non-interest bearing, the Amortised Face Amount] [per Calculation Amount/specify other/see Annex]

(ii) Date after which changes in law, etc. entitle Issuer to redeem:

[Specify, if not the Issue Date]

27 **Early Redemption for reasons of Force Majeure**
(Condition 5.3)

[Applicable] [Not Applicable]

28 **Other Redemption Provisions**

[Not Applicable/give details]

[(i) Early Redemption Amount (FXDisruption Event):
(Condition 8.6)

[Fair Market Value][Specify, if not the Fair Market Value] [per Calculation Amount/specify other/see Annex]]

[(ii) Early Redemption Amount(Benchmark Trigger Event):
(Condition 11A)

[Fair Market Value][Specify, if not the Fair Market Value] [per Calculation Amount/specify other/see Annex]]

29 **Events of Default**
(Condition 6.1(a))

(i) Early Termination Amount:

[Fair Market Value][Specify, if not the principal amount or, in the case of any Notes which are non-interest bearing, the Amortised Face Amount] [per Calculation Amount/specify other/see Annex]

(ii) Any additional (or modifications to) Events of Default:

[Specify]

30 **Winding-up of the Bank**
(Condition 6.2)

Early Termination Amount:

[Fair Market Value][Specify, if not the principal amount or, in the case of any Notes which are non-interest bearing, the Amortised Face Amount] [per Calculation Amount/specify other/see Annex]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

31 **Form of Notes:**
(Condition 1.1)

[Bearer Notes

[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes [and/or Registered Notes] only in limited circumstances specified in the Permanent Bearer Global Note]

		[Temporary Bearer Global Note exchangeable for definitive Bearer Notes [and/or Registered Notes] on and after the Exchange Date] [Permanent Bearer Global Note exchangeable for definitive Bearer Notes [and/or Registered Notes] only in limited circumstances specified in the Permanent Bearer Global Note]
	[Registered Notes:	[Registered Global Note exchangeable for definitive Registered Notes only in the limited circumstances specified in the Registered Global Note]
		<i>(Ensure that this is consistent with the wording in the “Form of the Notes” section in the Offering Circular and the Notes themselves. N.B. The exchange upon notice/at any time options for Bearer Notes should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: “[U.S.\$] and integral multiples of [U.S.\$]] in excess thereof up to and including [U.S.\$].” Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)</i>
32	Type of Note:	[Equity-Linked Notes/Fund-Linked Notes/Index-Linked Notes/Combination/other (specify)]
33	Relevant Financial Centre Day(s) or other special provisions relating to Payments: (Condition 8.3)	[Not Applicable/give details. Note that this paragraph relates to the place of payment, and not to business days for interest accrual purposes, to which sub-paragraph [17(v)] relates]
34	Unmatured Coupons missing upon Early Redemption:	[Specify whether paragraph (i) of Condition 8.1(f) or paragraph (ii) of Condition 8.1(f) applies. If nothing is specified paragraph (i) will apply to fixed rate or fixed coupon amount Notes and paragraph (ii) will apply to floating rate or variable coupon amount Notes]
35	Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. If yes, give details]
36	Details relating to partly paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	[Not Applicable/give details]
37	Redenomination, renominialisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition 8.4] [annexed to this Pricing Supplement] apply] ⁵
38	Additional payment provisions:	[Applicable/Not Applicable]

⁵ For Notes denominated in Sterling, if the provisions in Condition 8.4 are stated to be applicable, consider whether to include additional disclosure outlining the resulting United Kingdom tax implications for United Kingdom resident non-corporate Holders of the Notes.

- (i) Offshore RMB Centre [Hong Kong] [Taiwan] [Singapore] *[specify]*
- (ii) Payment of Alternative Payment Currency Equivalent (*Condition 8.5*): [Applicable] [Not Applicable]
- Settlement Currency: []
- Settlement Currency Jurisdiction: []
- Additional Relevant Jurisdiction: []
- Alternative Payment Currency: []
- Alternative Payment Currency Exchange Rate: []
- Alternative Payment Currency Jurisdiction: []
- (iii) Underlying Currency Pair provisions: [Applicable/Not Applicable/give details]
- Underlying Currency Pair Exchange Rate: []
- (iv) FX Disruption Event (*Condition 8.6*): [Applicable] [Not applicable]
- Denomination Currency: []
- Denomination Currency Jurisdiction: []
- Reference Currenc(y)(ies): []
- Reference Currency Jurisdiction: []
- (v) Relevant Rate: [Applicable/Not Applicable/give details]
- 39 Reference Asset Components: [] [Not Applicable]
(for Notes linked to a basket of different types of asset. Details to be specified if applicable)
- 40 Other terms or special conditions: [Not Applicable/give details]

PROVISIONS APPLICABLE TO EQUITY-LINKED NOTES, FUND-LINKED NOTES AND INDEX-LINKED NOTES

[Delete all paragraphs in this section which are not applicable]

- 41 **Provisions for Equity-Linked Notes:** [Applicable] [Not Applicable]
- (i) Securities: []
[The Securities are Depositary Receipts]
[Units in a Fund, where “Fund” means []]. Unit means a share or notional unit of the Fund (as defined in the Fund Documents), the price of which is denominated in [].
[The Units represent undivided ownership interests in the portfolio of investments held by the Fund][*delete if not applicable*] Condition 9 shall apply to the Notes as if references therein to “Underlying Company” were references to the “Fund” and as if references therein to “Security” were references to “Unit”.]
- (ii) Underlying Company(ies): [] [and with respect to the Underlying Securities []]
[The Fund]
- (iii) Exchange(s): []
- (iv) Related Exchange(s): [[]/All Exchanges]
- (v) Cash Settlement Payment Date: [Maturity Date/other - *specify*]
- (vi) Securities Transfer Amount: []
- (vii) Settlement Date: [Not Applicable/*specify*]

(viii) Settlement Disruption Event:	Condition 9.3 [applies/does not apply]
— Disruption Period (if other than as specified in Condition 9.3):	[Applicable/Not Applicable]
(ix) Delivery Disruption Event:	Condition 9.4 [applies/does not apply]
(x) Potential Adjustment Event:	Condition 9.5(a) [applies/does not apply]
— additional Potential Adjustment Event for the purposes of paragraph (viii) of the definition thereof	[]
(xi) Merger Event or Tender Offer:	Condition 9.5(b) [applies/does not apply]
(xii) Nationalisation, Insolvency, Insolvency Filing or Delisting:	Condition 9.5(c) [applies/does not apply]
(xiii) Extraordinary Fund Event:	Condition 9.5(c) [applies/does not apply]
(xiv) Corrections to published prices affecting Government Bonds or debt securities:	Condition 9.5(e) [applies/does not apply]
— Spot Price:	[]
42 Provisions for Fund-Linked Notes:	[Applicable] [Not Applicable]
(i) Reference Fund(s) (including information on where the net asset value is published):	[]
	Name of Fund Weighting Information on where the net asset value is published
	[] [] []
(ii) Initial Reference Fund Unit Value:	[] [The definition in Condition 9A.1 applies]
(iii) Strike Date:	[] [The definition in Condition 9A.1 applies]
(iv) Final Value:	[] [The definition in Condition 9A.1 applies]
(v) Additional Disruption Event:	[The following Additional Disruption Events apply: [Change in Law, Hedging Disruption, Increased Cost of Hedging] [<i>other - give details</i>]] [Not applicable]
(vi) Additional provisions for Fund-Linked Notes:	[] [Not applicable]
(vii) Final Valuation Date:	[]
(viii) Cut-off Final Valuation Date:	[] [The [] Reference Fund Valuation Day following the Scheduled Final Valuation Date]
(ix) Cut-off Date:	[] [The date which is [] [calendar [days][months][Business Days] following the Final Valuation Date]
(x) Number of local banking days for the purpose of postponing Reference Fund Disrupted Day Related Payment Date pursuant to Condition 9A.2:	[3][]
(xi) Reference Fund Disruption Interest Adjustment:	[Applicable] [Not applicable]
(xii) Averaging Dates:	[] [Not applicable]

	(xiii) Averaging Date Market Disruption:	[Omission] [Postponement] [Modified Postponement] [Not applicable] [other (specify)]
43	Provisions for Index-Linked Notes:	[Applicable/Not Applicable]
	(i) Index(ices):	[][, being a Multiple Exchange Index]
	(ii) Sponsor:	[]
	(iii) Exchange(s):	[]
	(iv) Related Exchange(s):	[]/All Exchanges]
	(v) Cash Settlement Payment Date:	[]
	(vi) Adjustment to Index:	Condition 9.2 [applies/does not apply]
	(vii) Index Substitution:	[Applicable][Not applicable]
44	Valuation Date(s):	[] [Not Applicable]
	(i) Common Scheduled Trading Days:	[Applicable/Not Applicable]
	(ii) Disrupted Day:	[Applicable/Not Applicable][]
	(iii) Valuation Rollover Days:	[five/eight/specify other] Scheduled Trading Days/[]
	(iv) Deemed Valuation Date:	The [fifth/eighth/specify other] Scheduled Trading Day immediately following the Scheduled Valuation Date/[]
45	Valuation Time:	[]
46	Averaging Dates:	[specify dates][Not Applicable]
	(i) Relevant Prices:	[Specify how level of Index or market value of Securities is to be determined]
	(ii) Details relating to how Maturity Redemption Amount will be calculated where the Notes relate to a basket of Indices or Securities:	[]
	(iii) Averaging Date Market Disruption:	[Omission/Postponement/Modified Postponement/Not Applicable/Other (specify)]
	(iv) Averaging Rollover Days:	[Five/Eight/specify other] Scheduled Trading Days
	(v) Deemed Averaging Date:	The [fifth/eighth/specify other] Scheduled Trading Day immediately following the Scheduled Averaging Date
47	Fixing Date:	[] [Not Applicable]
	(i) Common Scheduled Trading Days:	[Applicable/Not Applicable]
	(ii) Disrupted Day:	[Applicable/Not Applicable][]
	(iii) Fixing Rollover Days:	[Five/Eight/specify other] Scheduled Trading Days/[]
	(iv) Deemed Fixing Date:	The [fifth/eighth/specify other] Scheduled Trading Day immediately following the Scheduled Fixing Date/[]
48	Additional Disruption Event:	The following Additional Disruption Events apply: [Change in Law, Failure to Deliver, Hedging Disruption, Increased Cost of Hedging][other (specify)]/[Not Applicable]
49	Other terms or special conditions relating to Equity-Linked Notes, Fund-Linked Notes or Index-Linked Notes:	[]

DISTRIBUTION

- 50 If syndicated, names of Managers: [Not Applicable/give names]
- 51 If non-syndicated, name of Relevant Dealer: [Not Applicable/give name]
- 52 Selling Restrictions: As more fully described in the Offering Circular
United States: Category 2 [Specify whether the Notes are subject to TEFRA C or TEFRA D Rules or TEFRA not applicable. In the absence of specification TEFRA D Rules will apply (Condition 1.2)]
Other: [Specify any modifications of or additions to selling restrictions contained in Dealership Agreement]
- 53 Stabilisation Institution: [] [Applicable/Not Applicable]
[Under currently applicable Hong Kong laws, no transactions may be effected which would stabilise or maintain the market price of Notes listed on the Hong Kong Stock Exchange at a level which might not otherwise prevail.]
- 54 Additional U.S. federal income tax considerations: [Not Applicable/give details] [The Notes are [not] Specified Notes for the purpose of Section 871(m).] [Additional information regarding the application of Section 871(m) to the Notes will be available from the Issuer. Investors should submit any requests for additional information to the Issuer via their custodians.] [The Notes will not be Specified Notes if they do not reference any U.S. equity or any index that contains any U.S. equity. Notes that reference a U.S. equity or index that contains any U.S. equity are subject to additional testing on a trade-by-trade basis to determine whether they are Specified Notes.]

OPERATIONAL INFORMATION

- 55 LEI: 2HI3YI5320L3RW6NJ957
- 56 ISIN Code: []
- 57 Common Code: []
- 58 Clearing System(s): [CMU Service/Euroclear/Clearstream, Luxembourg/Other]
[Specify]
- 59 Common Depository/Lodging Agent: [Specify]
- 60 CMU Service Instrument Number: []
- 61 Settlement Procedures: [Specify whether customary medium term note/eurobond/CMU Service/other settlement and payment procedures apply]
- 62 Delivery: Delivery [against/free of] payment
- 63 Additional Paying Agent(s) (if any): []
- 64 Calculation Agent: []
- 65 [Details of Issuer]: [Only applicable when New Issuer accedes to the Programme, specify country of incorporation, date of incorporation, details of its registered office, business and directors]]

[LISTING APPLICATION

This Pricing Supplement comprises the final terms required to list the issue of Notes described herein pursuant to the U.S.\$20,000,000,000 Medium Term Note Programme of []].

RESPONSIBILITY

The Issuer [and the Guarantor] accept[s] responsibility for the information contained in this Pricing Supplement. Signed on behalf of the Issuer:

[THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED[, acting through its principal office in Hong Kong]/[acting through its Specified Branch]] [NAME OF NEW ISSUER]

By:
Duly authorised

[Signed on behalf of the Guarantor:

THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

By:
Duly authorised

[ANNEX[1]

25 Maturity Redemption Amount

[(specify formula)]⁶

[ANNEX [2]]⁷

[disclosure information in relation to underlying Index/Indices or Securities]

⁶ *If required.*

⁷ *This Annex (and the text on the front page of this Pricing Supplement) is only required for Index-Linked Notes and Equity-Linked Notes which are also to be listed on the Hong Kong Stock Exchange or any other stock exchange.*

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the relevant Issuer to the dealers appointed pursuant to the Dealership Agreement (as defined below) either generally in relation to the Programme or in relation to a particular Tranche of Notes (the “Dealers”). Notes may also be sold by the relevant Issuer direct to institutions who are not Dealers provided that the relevant Issuer observes the same selling restrictions as would be applicable to sales by Dealers. The arrangements under which Notes may from time to time be agreed to be sold by the relevant Issuer to, and purchased by, Dealers are set out in an amended and restated dealership agreement dated 15 March 2021 (as amended, supplemented or replaced from time to time) (the “Dealership Agreement”) made between the Bank and the Dealers. Any such agreement will, inter alia, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the relevant Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

The Arranger, the Dealers or certain of their respective affiliates may purchase the Notes or be allocated the Notes for asset management and/or proprietary purposes but not with a view to distribution.

The Arranger, the Dealers or their respective affiliates may purchase the Notes for its or their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to the Notes and/or other securities of the Issuers or the Guarantor or their respective subsidiaries or associates at the same time as the offer and sale of the Notes or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separate from any existing sale or resale of the Notes to which this Offering Circular relates (notwithstanding that such selected counterparties may also be purchasers of the Notes). Furthermore, investors in the Notes may include entities affiliated with the HSBC Group.

United States: *Regulation S Category 2; TEFRA D Rules, unless TEFRA C Rules or TEFRA not applicable is specified as applicable in the relevant Pricing Supplement.*

The Notes and the Guarantee have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to the registration requirements of the Securities Act and applicable state or local securities laws. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in the preceding sentence have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended and U.S. Treasury regulations promulgated thereunder.

Each Dealer has agreed that, except as permitted by the Dealership Agreement, it will not offer, sell or (in the case of bearer Notes) deliver the Notes and the Guarantee, (i) as part of their distribution at any time or (ii) otherwise until forty days after the completion of the distribution of the Notes comprising the relevant Tranche, as determined or certified to the Issuing and Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to Notes of such Tranche purchased by or through it, in which case the Issuing and Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes and the Guarantee during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes and the Guarantee within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act. In addition, until forty days after the commencement of the offering of Notes comprising any Tranche and the Guarantee, any offer or sale of Notes or the Guarantee within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an exemption from registration under the Securities Act (if available).

The Issuer represents and agrees that any resale or other transfer, or attempted resale or other transfer of Notes made other than in compliance with the restrictions set out in the preceding paragraph above shall not be recognised by the Issuer or any agent of the Issuer and shall be void.

Each issuance of Index-Linked Notes, or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer, the Guarantor and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”);
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”); and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or
 - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
 - (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes having a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Hong Kong

In relation to each Tranche of Notes issued by the Issuer, each Dealer has represented and agreed that:

- it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a “**structured product**” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “**SFO**”) other than (a) to “**professional investors**” as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “**prospectus**” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “**C(WUMP)O**”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “**professional investors**” as defined in the SFO and any rules made under the SFO.

Taiwan

Each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, at any time, directly or indirectly, any Notes acquired by it as part of the offering in the Republic of China or to, or for the account or benefit of, any resident of the Republic of China, unless otherwise permitted by the laws and regulations of the Republic of China.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “**FIEA**”). Accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Notes, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the “**SFA**”)) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that (i) Notes which are Fixed Rate Notes, Floating Rate Notes or Zero Coupon Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment

Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products); and (ii) all other Notes are not ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and are Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products).

People’s Republic of China

The Notes may not be offered or sold, directly or indirectly, in the PRC, except as permitted by applicable laws and regulations of the PRC.

In respect of any Notes, this Offering Circular or any information obtained by reference herein relating to the Notes does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC to any person to whom it is unlawful to make the offer or solicitation in the PRC. This Offering Circular, any information contained herein or the Notes have not been, or will not be, submitted to, approved by, verified by or registered with any relevant governmental authorities in the PRC and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC. The Issuer does not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in the PRC, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which would permit a public offering of any Notes or distribution of this Offering Circular in the PRC.

General

Other than with respect to the listing of the Notes on the relevant stock exchange (if applicable), no action has been or will be taken in any country or jurisdiction by the Bank, the New Issuer or the Dealers that is intended to permit a public offering of Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Offering Circular or any Pricing Supplement comes are required by the Bank, the New Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material, in all cases at their own expense.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Bank, (where the New Issuer is the Issuer) the Guarantor nor any of the other Dealers shall have any responsibility therefor.

None of the Bank, (where the New Issuer is the Issuer) the Guarantor and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale.

The Dealership Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, in applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed “General” above.

Selling restrictions may be supplemented or modified with the agreement of the relevant Issuer and (except in the case of Notes issued by the Bank) the Guarantor. Any such supplement or modification will be set out in the relevant Pricing Supplement (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or (in any other case) in a supplement to this document.

GENERAL INFORMATION

- 1 The issue price of the Notes listed on the Hong Kong Stock Exchange will be expressed as a percentage of their nominal amount. Transactions will normally be effected for settlement in the relevant currency and for delivery by the end of the second trading day after the date of the transaction. It is expected that dealings will, if permission is granted to deal in and for the listing of Notes issued under the Programme on the Hong Kong Stock Exchange, commence on or about the date two clear business days after the date of publication of the formal notice in relation to the Notes.

However, Notes may be issued pursuant to the Programme which will not be listed on the Hong Kong Stock Exchange or any other stock exchange or which will be listed on such stock exchange as the relevant Issuer and the relevant Dealer(s) may agree.

- 2 The establishment of the Programme was authorised by resolutions of the boards of directors of the Bank passed on 28 January 1997. The Bank has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.
- 3 The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Series will be specified in the Pricing Supplement relating thereto. The Notes are also expected to be accepted for clearance through the CMU Service. The CMU Service Instrument Number for each Series of Notes intended to be cleared through the CMU Service will be specified in the Pricing Supplement relating thereto. The relevant Pricing Supplement shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.
- 4 Bearer Notes (other than Temporary Global Notes) with an original maturity of more than one year and any Coupon and Talons appertaining thereto will bear a legend substantially to the following effect: **“Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.”** The sections referred to in such legend provide that a United States person who holds a Bearer Note or Coupon generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bearer Note or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.
- 5 The Legal Entity Identifier (**LEI**) of The Hongkong and Shanghai Banking Corporation Limited acting through its principal office in Hong Kong is 2HI3YI5320L3RW6NJ957, or as otherwise specified for the Issuer acting through a Specified Branch as set out in the applicable Pricing Supplement.
- 6 Settlement arrangements will be agreed between the relevant Issuer, the relevant Dealer and the Issuing and Paying Agent or, as the case may be, the Registrar in relation to each Tranche of Notes.
- 7 Save as otherwise disclosed in this Offering Circular, there are no litigation or arbitration proceedings against or affecting the Bank, its subsidiaries or any of its assets, nor is the Bank aware of any pending or threatened such proceedings, which are or might be material in the context of the Programme.
- 8 Since 31 December 2020, there has been no adverse change, or any development reasonably likely to involve an adverse change, in the condition (financial or otherwise) or general affairs of the Bank or any of its subsidiaries that is material in the context of the Programme.

9 For so long as the Programme remains in effect or any Notes shall be outstanding, copies and, where appropriate, English translations of the following documents may be inspected during normal business hours at the registered office of each Issuer and at the specified offices of the Paying Agents and Principal Registrar, namely:

- (a) the Ordinance and the Articles of Association of the Bank (being the constitutional documents of the Bank) and the Articles of Association of the New Issuer;
- (b) this Offering Circular and any document incorporated by reference herein;
- (c) the Issuing and Paying Agency Agreement;
- (d) the Deed of Covenant;
- (e) the most recent publicly available audited consolidated financial statements of the Bank (beginning with financial statements for the years ended 31 December 2019 and 2020) and the most recent publicly available unaudited interim financial statements (if any) of the Bank;
- (f) any Pricing Supplement relating to Notes which are listed on any stock exchange. (In the case of any Notes which are not listed on any stock exchange, copies of the relevant Pricing Supplement will only be available for inspection by a Holder of or, as the case may be, a Relevant Account Holder (as defined in the Deed of Covenant) in respect of, such Notes);
- (g) a copy of each Deed of Adherence and each New Deed of Covenant executed by each Issuer and a copy of each Deed of Guarantee executed by the Bank in respect of the issue of Notes issued by each New Issuer; and
- (h) the most recent publicly available audited financial statements and publicly available unaudited financial statements of the New Issuer (if any).

Copies of the items specified in sub-paragraph (e) above are also available upon request of each person to whom this Offering Circular has been delivered. Such request is to be directed to the Issuer at its registered office.

THE ISSUER

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