HSBC Asia Holdings Limited

Main Features of Regulatory Capital Instruments and Non-capital LAC Debt Instruments at 31 March 2022 (Unaudited)



Co	ntents:	
Se	ction (i) Both regulatory capital and LAC requirements	
1	Ordinary Shares	5
2	Perpetual subordinated loan (USD 1,000m)	5
3	Perpetual subordinated loan (USD 900m)	6
4	Perpetual subordinated loan (USD 500m)	6
5	Perpetual subordinated loan (USD 600m)	7
6	Perpetual subordinated loan (USD 700m)	7
7	Perpetual subordinated loan (USD 900m)	8
8	Perpetual subordinated loan (USD 1,100m)	8
9	Subordinated loan due 2031 (USD 600m)	9
10	Subordinated Ioan due 2030 (USD 1,000m)	9
11	Subordinated Ioan due 2030 (USD 180m)	10
Se	ction (ii) Only LAC (but not regulatory capital) requirements	
12	Subordinated Ioan due 2024 (USD 575m)	11
13	Subordinated loan due 2027 (USD 630m)	11
14	Subordinated Ioan due 2028 (USD 725m)	12
15	Subordinated loan due 2024 (AUD 650m)	12
16	Subordinated loan due 2024 (AUD 350m)	13
17	Subordinated loan due 2028 (USD 1,750m)	13
18	Subordinated loan due 2023 (USD 1,000m)	14
19	Subordinated loan due 2024 (USD 2,000m)	14
20	Subordinated loan due 2029 (USD 3,000m)	15
21	Subordinated loan due 2024 (JPY 79,300m)	15
22	Subordinated loan due 2026 (JPY 13,100m)	16
23	Subordinated loan due 2028 (JPY 67,600m)	16
24	Subordinated loan due 2036 (USD 2,000m)	17
25	Subordinated loan due 2026 (USD 2,500m)	17
26	Subordinated Ioan due 2028 (USD 2,000m)	18
27	Subordinated Ioan due 2032 (USD 3,000m)	18
28	Subordinated Ioan due 2027 (HKD 1,500m)	19
29	Subordinated Ioan due 2027 (CNH 2,750m)	19
30	Subordinated Ioan due 2024 (USD 1,500m)	20
31	Subordinated Ioan due 2028 (JPY 36,000m)	20
32	Subordinated loan due 2052 (USD 415m)	21
	Events	20
	Footnotes	22

Certain Defined Terms

Within this document, the Hong Kong Special Administrative Region of the People's Republic of China is referred to as 'Hong Kong'. The abbreviation 'm' represents millions of the relevant currency. HSBC Asia Holdings Limited is a subsidiary of HSBC Holdings plc. "HSBC Group" means HSBC Holdings plc, together with its consolidated subsidiaries.

Disclaimer

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

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

Disclosure in the required format has resulted in simplification and abbreviation of the features of the capital instruments described herein. The information contained in this document is not intended to be a comprehensive description of such capital instruments. No investor or prospective investor in any such capital instruments should rely upon the description contained in this document and none of HSBC Holdings plc or any member of the HSBC Group shall be liable for any inaccuracy or misstatement contained in this document.

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

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

Sec	tion (i) Both regulatory capital and LAC requirements	3) Perpetual subordinated loan (USD 900m)	Perpetual subordinated loan (USD 500m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
,	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	NI/A	NI/A
1	Transitional Basel III rules	N/A	N/A
5	Post-transitional Basel III rules ²	Additional Tier 1	Additional Tier 1
s Sa	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Group LAC consolidation group	Group LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		USD 500m
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 900m	USD 500m
9	Par value of instrument	USD 900m	USD 500m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	30 May 2019	21 Jun 2019
12	Perpetual or dated	Perpetual	Perpetual
13	Original maturity date	N/A	N/A
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	28 Sep 2026 / Par	30 Mar 2025 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call de
	Coupons / dividends	F: 1: 0 ::	F. 1. 6. c.
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 28/09/2026 rate changes from fixed 6.51% to 3 month LIBOR plus 4.25%	From 30/03/2025 rate changes from fixed 6.172% to 3 month LIBOR plus 4.23%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabil of borrower. Contractual recognition of HKM statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Tier 2 instruments	Immediately subordinate to Tier 2 instrumen
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument 3 ³	Terms and conditions - Capital instrumer 4 ³
_			

	ction (i) Both regulatory capital and LAC requirements	5) Perpetual subordinated loan (USD 600m)	Perpetual subordinated loan (USD 700m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ba	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	N/A	NI/A
!	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	Additional Tier 1	Additional Tier 1
i ia	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Group LAC consolidation group	Group LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	1	USD 700m
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 600m	USD 700m
9	Par value of instrument	USD 600m	USD 700m
10	Accounting classification	Shareholders' equity	Shareholders' equity
11	Original date of issuance	26 Jun 2019	21 Jun 2019
2	Perpetual or dated	Perpetual	Perpetual
13	Original maturity date	N/A	N/A
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	22 May 2027 / Par	30 Mar 2025 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call d
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
8	Coupon rate and any related index	From 22/05/2027 rate changes from fixed 5.91% to 3 month LIBOR plus 3.95%	From 30/03/2025 rate changes from fixed 6.172% to 3 month LIBOR plus 4.23%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabil of borrower. Contractual recognition of HKM statutory bail-in power under FIRO
		May be written down partially	May be written down partially
32	If write-down, full or partial	way be written down partially	May be written down partially
	If write-down, full or partial If write-down, permanent or temporary	Permanent	Permanent
33			· · · ·
33 34	If write-down, permanent or temporary	Permanent	Permanent
33 34 34a	If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	Permanent N/A	Permanent N/A Structural
32 33 34 34a 35	If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately	Permanent N/A Structural	Permanent N/A
33 34 34a 35	If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Permanent N/A Structural Immediately subordinate to Tier 2 instruments	Permanent N/A Structural Immediately subordinate to Tier 2 instrumen

	ction (i) Both regulatory capital and LAC requirements	7) Perpetual subordinated loan (USD 900m)	8) Perpetual subordinated loan (USD 1,100
	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
а	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	N/A	N/A
	Transitional Basel III rules ¹		
	Post-transitional Basel III rules ²	Additional Tier 1	Additional Tier 1
а	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Group LAC consolidation group	Group LAC consolidation group
	Instrument type (types to be specified by each jurisdiction)	Perpetual debt instrument	Perpetual debt instrument
,	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		USD 1,100m
la	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 900m	USD 1,100m
)	Par value of instrument	USD 900m	USD 1,100m
0	Accounting classification	Shareholders' equity	Shareholders' equity
1	Original date of issuance	14 Jun 2019	18 Jun 2019
2	Perpetual or dated	Perpetual	Perpetual
3	Original maturity date	N/A	N/A
4	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	17 Sep 2024 / Par	18 Jun 2024 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call of
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
8	Coupon rate and any related index	From 17/09/2024 rate changes from fixed 6.03% to 3 month LIBOR plus 4.020%	From 18/06/2024 rate changes from fixed 6 to 3 month LIBOR plus 4.060%
9	Existence of a dividend stopper	No	No
0	Fully discretionary, partially discretionary or mandatory	Fully discretionary	Fully discretionary
1	Existence of step up or other incentive to redeem	No	No
2	Non-cumulative or cumulative	Non-cumulative	Non-cumulative
3	Convertible or non-convertible	Convertible	Convertible
:4	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	
	If convertible, conversion trigger(s) If convertible, fully or partially	Financial Institutions (Resolution) Ordinance -	Financial Institutions (Resolution) Ordinance
5		Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
:5	If convertible, fully or partially	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially
25 26 27	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO
25 26 27 28	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO
25 26 27 88	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes
25 26 27 28 29	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabi
5 6 7 8 9 0	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKM
5 6 7 8 9 0	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabi of borrower. Contractual recognition of HKM statutory bail-in power under FIRO
25 66 77 88 89 90 81	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabi of borrower. Contractual recognition of HKM statutory bail-in power under FIRO May be written down partially
8 8 8 9 9 10 11	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabi of borrower. Contractual recognition of HKM statutory bail-in power under FIRO May be written down partially Permanent
25 66 77 88 99 60 61 61	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabi of borrower. Contractual recognition of HKM statutory bail-in power under FIRO May be written down partially Permanent N/A Structural
88 89 80 61 61 62 63 64 64 64 64 65	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Tier 2 instruments	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabily of borrower. Contractual recognition of HKM statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Tier 2 instrumer
225 226 227 228 229 229 331 333 334 334 334 335	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Tier 2 instruments	May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabil of borrower. Contractual recognition of HKN statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Tier 2 instrumer
88 89 80 61 61 62 63 64 64 64 64 65	If convertible, fully or partially If convertible, conversion rate If convertible, mandatory or optional conversion If convertible, specify instrument type convertible into If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Financial Institutions (Resolution) Ordinance – HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Tier 2 instruments	Financial Institutions (Resolution) Ordinance HKMA ('FIRO') May convert fully or partially To be determined at conversion Mandatory upon satisfaction of certain conditions To be determined subject to statutory bail-in power under FIRO To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKM statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Tier 2 instrument

Sec	tion (i) Both regulatory capital and LAC requirements	9) Subordinated loan due 2031 (USD 600m)	10) Subordinated loan due 2030 (USD 1,000m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
Ba	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
ļ	Regulatory treatment	N/A	N/A
5	Transitional Basel III rules ¹	Tier 2	Tier 2
	Post-transitional Basel III rules ²		
a Ba	Eligible at solo/group/solo and group (for regulatory capital purposes) Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	Group LAC consolidation group	Group LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Other Tier 2 instruments	Other Tier 2 instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)		USD 1,012m
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 610m	USD 1,012m
9	Par value of instrument	USD 600m	USD 1,000m
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	14 Jun 2019	18 Jun 2019
12	Perpetual or dated	Dated	Dated
3	Original maturity date	23 Nov 2031	18 Aug 2030
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	23 Nov 2026 / Par	18 Aug 2025 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
_	Coupons / dividends	Fire the fleeting	Finally flooring
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
8	Coupon rate and any related index	From 23/11/2026 rate changes from fixed 4.22% to 3 month LIBOR plus 2.17%	From 18/08/2025 rate changes from fixed 4.07% to 3 month LIBOR plus 2.07%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain	Mandatory upon satisfaction of certain
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in	To be determined subject to statutory bail-in
29	If convertible, specify issuer of instrument it converts into	power under FIRO To be determined subject to statutory bail-in power under FIRO	power under FIRO To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to LAC instruments	Immediately subordinate to LAC instruments
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		9 ³	10 ³

Sec	tion (i) Both regulatory capital and LAC requirements	11) Subordinated loan due 2030 (USD 180m)
1	Issuer	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is	N/A
	achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	
4	Regulatory treatment	NI/A
4	Transitional Basel III rules	N/A
5	Post-transitional Basel III rules ²	Tier 2
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	Group
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Other Tier 2 instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	USD 183m
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 183m
9	Par value of instrument	USD 180m
10	Accounting classification	Liability – fair value
11	Original date of issuance	30 May 2019
12	Perpetual or dated	Dated
13	Original maturity date	18 Aug 2030
14	Issuer call subject to prior supervisory approval	Yes
15	Optional call date, contingent call dates and redemption price	18 Aug 2025 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call dat
	Coupons / dividends	
17	Fixed or floating dividend/coupon	Fixed to floating
18	Coupon rate and any related index	From 18/08/2025 rate changes from fixed 4.3% to 3 month LIBOR plus 2.1%
19	Existence of a dividend stopper	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No
22	Non-cumulative or cumulative	Cumulative
23	Convertible or non-convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially
33	If write-down, permanent or temporary	Permanent
34	If temporary write-down, description of write-up mechanism	N/A Structural
34a 35	Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Structural Immediately subordinate to LAC instruments
36	Non-compliant transitioned features	No
37	If yes, specify non-compliant features	N/A
	Terms and conditions	Terms and conditions - Capital instrument

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	12) Subordinated loan due 2024 (USD 575m)	13) Subordinated Ioan due 2027 (USD 630m
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
?	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
ļ	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
)	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
ia	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
,	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
Ba	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 575m	USD 624m
)	Par value of instrument	USD 575m	USD 630m
0	Accounting classification	Liability – fair value	Liability – fair value
1	Original date of issuance	21 Jun 2019	21 Jun 2019
2	Perpetual or dated	Dated	Dated
3	Original maturity date	26 Sep 2024	25 Sep 2027
4	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	26 Sep 2023 / Par	25 Sep 2026 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
8	Coupon rate and any related index	From 26/09/2023 rate changes from fixed 3.12% to 3 month LIBOR plus 1.276%	From 25/09/2026 rate changes from fixed 3.57% to 3 month LIBOR plus 1.618%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
7	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabili of borrower. Contractual recognition of HKM/ statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
	If temporary write-down, description of write-up mechanism	N/A	N/A
34	in temperary with death, decompliant or with up incommunity		
	Type of subordination	Structural	Structural
34a		Structural Immediately subordinate to Senior Creditors	Structural Immediately subordinate to Senior Creditors
34a 35	Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately		
34a 35 36	Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
34 34a 35 36 37	Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	Immediately subordinate to Senior Creditors No	Immediately subordinate to Senior Creditors No

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	14) Subordinated loan due 2028 (USD 725m)	15) Subordinated Ioan due 2024 (AUD 650m
ı	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
?	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
а	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment		
	Transitional Basel III rules ¹	N/A	N/A
,	Post-transitional Basel III rules ²	N/A	N/A
	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
а	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
а	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 718m	USD 486m
	Par value of instrument	USD 725m	AUD 650m (USD 487m)
0	Accounting classification	Liability – fair value	Liability – amortised cost
1	Original date of issuance	21 Jun 2019	13 Jun 2019
2	Perpetual or dated	Dated	Dated
3	Original maturity date	02 Mar 2028	16 Feb 2024
4	Issuer call subject to prior supervisory approval	Yes	Yes
5	Optional call date, contingent call dates and redemption price	02 Mar 2027 / Par	16 Feb 2023 / Par
6	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
_	Coupons / dividends	Fire the fleeting	Floring
7	Fixed or floating dividend/coupon	Fixed to floating	Floating
8	Coupon rate and any related index	From 02/03/2027 rate changes from fixed 3.61% to 3 month LIBOR plus 1.64%	3M BBSW plus 1.55%
9	Existence of a dividend stopper	No	No
0	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
1	Existence of step up or other incentive to redeem	No	No
2	Non-cumulative or cumulative	Cumulative	Cumulative
3	Convertible or non-convertible	Convertible	Convertible
4	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
5	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
6	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
7	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
9	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
80	Write-down feature	Yes	Yes
1	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabil of borrower. Contractual recognition of HKM statutory bail-in power under FIRO
2	If write-down, full or partial	May be written down partially	May be written down partially
	If write down permanent or temperary	Permanent	Permanent
3	If write-down, permanent or temporary	N1/A	A 1/A
3	If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	N/A	N/A
3	, , ,	Structural	N/A Structural
3 4 4a	If temporary write-down, description of write-up mechanism		Structural
3 4 4a 5 5	If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately	Structural Immediately subordinate to Senior Creditors No	Structural Immediately subordinate to Senior Creditors No
33 34 34a 35	If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Structural Immediately subordinate to Senior Creditors No N/A	Structural Immediately subordinate to Senior Creditors No N/A
33 34 34a 35 36	If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	Structural Immediately subordinate to Senior Creditors No	Structural Immediately subordinate to Senior Creditors No

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	16) Subordinated loan due 2024 (AUD 350m)	17) Subordinated Ioan due 2028 (USD 1,750m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
,	Regulatory treatment	N/A	NI/A
4	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 262m	USD 1,778m
9	Par value of instrument	AUD 350m (USD 262m)	USD 1,750m
10	Accounting classification	Liability – amortised cost	Liability – fair value
11	Original date of issuance	13 Jun 2019	13 Jun 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	16 Feb 2024	13 Mar 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	16 Feb 2023 / Par	13 Mar 2027 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 16/02/2023 rate changes from fixed 3.843% to BBSW plus 1.55%	From 13/03/2027 rate changes from fixed 4.1860% to 3 month LIBOR plus 1.739%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		16 ³	17 ³

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	18) Subordinated loan due 2023 (USD 1,000m)	19) Subordinated Ioan due 2024 (USD 2,000m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
1	Regulatory treatment	NI/A	NI/A
4	Transitional Basel III rules ¹	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 1,006m	USD 2,029m
9	Par value of instrument	USD 1,000m	USD 2,000m
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	30 May 2019	13 Jun 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	22 Nov 2023	18 May 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	22 Nov 2022 / Par	18 May 2023 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 22/11/2022 rate changes from fixed 3.305% to 3 month LIBOR plus 1.237%	From 18/05/2023 rate changes from fixed 4.1349% to 3 month LIBOR plus 1.207%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		18 ³	19 ³

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	20) Subordinated loan due 2029 (USD 3,000m)	21) Subordinated loan due 2024 (JPY 79,300m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	N/A	N/A
4	Transitional Basel III rules	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 3,106m	USD 652m
9	Par value of instrument	USD 3,000m	JPY 79,300m (USD 652m)
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	13 Jun 2019	12 Jun 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	19 Jun 2029	12 Sep 2024
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	19 Jun 2028 / Par	12 Sep 2023 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 19/06/2028 rate changes from fixed 4.5328% to 3 month LIBOR plus 1.539%	From 12/09/2023 rate changes from fixed 0.5897% to 3 month JPY LIBOR plus 0.50849
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument 20 ³	Terms and conditions - Capital instrument 21 ³

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	22) Subordinated loan due 2026 (JPY 13,100m)	23) Subordinated loan due 2028 (JPY 67,600m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
4	Regulatory treatment	N/A	NI/A
4	Transitional Basel III rules	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
ба	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
Ва	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 107m	USD 549m
9	Par value of instrument	JPY 13,100m (USD 108m)	JPY 67,600m (USD 556m)
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	12 Jun 2019	12 Jun 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	12 Sep 2026	12 Sep 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	12 Sep 2025 / Par	12 Sep 2027 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call da
	Coupons / dividends	Final to flooring	First to the first
17	Fixed or floating dividend/coupon	Fixed to floating From 12/09/2025 rate changes from fixed	Fixed to floating From 12/09/2027 rate changes from fixed
18	Coupon rate and any related index	0.6854% to 3 month JPY LIBOR plus 0.5391%	•
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in	To be determined subject to statutory bail-in
		power under FIRO	power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in	To be determined subject to statutory bail-in
29		To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	If convertible, specify issuer of instrument it converts into Write-down feature If write-down, write-down trigger(s)	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability
30	Write-down feature	To be determined subject to statutory bail-in power under FIRO Yes	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit
30 31 32	Write-down feature If write-down, write-down trigger(s) If write-down, full or partial	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA
30 31 32 33	Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent
30 31 32 33 34	Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKM/statutory bail-in power under FIRO May be written down partially Permanent N/A
30 31 32 33 34 34a	Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKM/statutory bail-in power under FIRO May be written down partially Permanent N/A Structural
30 31 32 33 34	Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A
30 31 32 33 34 34a 35	Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors
30 31 32 33 34 34a 35	Write-down feature If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors	To be determined subject to statutory bail-in power under FIRO Yes Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	24) Subordinated loan due 2036 (USD 2,000m)	25) Subordinated Ioan due 2026 (USD 2,500m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
,	Regulatory treatment	N/A	N/A
4	Transitional Basel III rules ¹		N/A
5	Post-transitional Basel III rules ²	N/A	N/A
6	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
Sa	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 2,021m	USD 2,476m
9	Par value of instrument	USD 2,000m	USD 2,500m
10	Accounting classification	Liability – amortised cost	Liability – amortised cost
11	Original date of issuance	30 May 2019	30 May 2019
12	Perpetual or dated	Dated	Dated
13	Original maturity date	08 Sep 2036	25 May 2026
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	N/A	N/A
6	Subsequent call dates, if applicable	N/A	N/A
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Fixed	Fixed
18	Coupon rate and any related index	4.2125%	4.0530%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
3	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
37	If yes, specify non-compliant features	N/A	N/A

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	26) Subordinated loan due 2028 (USD 2,000m)	27) Subordinated Ioan due 2032 (USD 3,000m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
	Regulatory treatment	N/A	N/A
4	Transitional Basel III rules	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 1,848m	USD 2,742m
9	Par value of instrument	USD 2,000m	USD 3,000m
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	15 Apr 2021	24 May 2021
12	Perpetual or dated	Dated	Dated
13	Original maturity date	22 Sep 2028	24 May 2032
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	21 Sep 2027 / Par	24 May 2031 / Par
16	Subsequent call dates, if applicable	Every interest payment date after first call date	Every interest payment date after first call date
	Coupons / dividends		
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed to floating
18	Coupon rate and any related index	From 22/09/2027 rate changes from fixed 2.32% to 3 month LIBOR plus 1.04%	From 24/05/2031 rate changes from fixed 2.804% to 3 month LIBOR plus 1.19685%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
34a	Type of subordination	Structural	Structural
35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
36	Non-compliant transitioned features	No	No
37	If yes, specify non-compliant features	N/A	N/A
	Terms and conditions	Terms and conditions - Capital instrument	Terms and conditions - Capital instrument
		26 ³	27 ³

Sec	ction (ii) Only LAC (but not regulatory capital) requirements	28) Subordinated loan due 2027 (HKD 1,500m)	29) Subordinated Ioan due 2027 (CNH 2,750m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
За	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
1	Regulatory treatment	N/A	N/A
	Transitional Basel III rules ¹		
5	Post-transitional Basel III rules ²	N/A	N/A
3	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
Sa .	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
За	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 177m	USD 433m
)	Par value of instrument	HKD 1,500m (USD 192m)	CNH 2,750m (USD 433m)
10	Accounting classification	Liability – fair value	Liability – amortised cost
11	Original date of issuance	03 Jun 2021	29 Jun 2021
12	Perpetual or dated	Dated	Dated
13	Original maturity date	03 Jun 2027	29 Jun 2027
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	03 Jun 2026 / Par	29 Jun 2026 / Par
6	Subsequent call dates, if applicable	N/A	N/A
	Coupons / dividends		
7	Fixed or floating dividend/coupon	Fixed	Fixed
18	Coupon rate and any related index	1.5500%	3.4000%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
30	Write-down feature	Yes	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially	May be written down partially
33	If write-down, permanent or temporary	Permanent	Permanent
34	If temporary write-down, description of write-up mechanism	N/A	N/A
	Type of subordination	Structural	Structural
34a	Type of Suborumation		
	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors	Immediately subordinate to Senior Creditors
35 36	Position in subordination hierarchy in liquidation (specify instrument type immediately	No	No
35 36	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features If yes, specify non-compliant features	No N/A	No N/A
34a 35 36 37	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned) Non-compliant transitioned features	No	No

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	30) Subordinated loan due 2024 (USD 1,500m)	31) Subordinated Ioan due 2028 (JPY 36,000m)
1	Issuer	HSBC Asia Holdings Limited	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A	N/A
_	Regulatory treatment	N/A	N/A
4	Transitional Basel III rules	N/A	N/A
5	Post-transitional Basel III rules ²	N/A	N/A
ô	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A	N/A
6a	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments	Non-capital LAC debt instruments
3	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 1,453m	USD 288m
9	Par value of instrument	USD 1,500m	JPY 36,000m (USD 296m)
10	Accounting classification	Liability – fair value	Liability – fair value
11	Original date of issuance	17 Aug 2021	24 Sep 2021
12	Perpetual or dated	Dated	Dated
13	Original maturity date	17 Aug 2024	24 Mar 2028
14	Issuer call subject to prior supervisory approval	Yes	Yes
15	Optional call date, contingent call dates and redemption price	17 Aug 2023 / Par	24 Mar 2027 / Par
16	Subsequent call dates, if applicable	N/A	N/A
_	Coupons / dividends		.
17	Fixed or floating dividend/coupon	Fixed to floating	Fixed
18	Coupon rate and any related index	From 17/08/2023 rate changes from fixed 0.732% to 3 month LIBOR plus 0.42%	From 24/03/2027 rate changes from 0.459% t JGB (#350 ISIN JP1103501J35) plus 0.554%
19	Existence of a dividend stopper	No	No
20	Fully discretionary, partially discretionary or mandatory	Mandatory	Mandatory
21	Existence of step up or other incentive to redeem	No	No
22	Non-cumulative or cumulative	Cumulative	Cumulative
23	Convertible or non-convertible	Convertible	Convertible
24	If convertible, conversion trigger(s)	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')	Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance - HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially	May convert fully or partially
26	If convertible, conversion rate	To be determined at conversion	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail-in power under FIRO	To be determined subject to statutory bail-in power under FIRO
	AND A COLOR	Yes	Yes
30	Write-down feature		
	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
31		Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA
31 32 33	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
31 32 33 34	If write-down, write-down trigger(s) If write-down, full or partial	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially	Contractual write-down at point of non-viabilit of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially
31 32 33 34	If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent
31 32 33 34 34a	If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A
32 33 34 34a 35	If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural
332 333 334 334 335 336 337	If write-down, write-down trigger(s) If write-down, full or partial If write-down, permanent or temporary If temporary write-down, description of write-up mechanism Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO May be written down partially Permanent N/A Structural Immediately subordinate to Senior Creditors

Sec	tion (ii) Only LAC (but not regulatory capital) requirements	32) Subordinated loan due 2052 (USD 415m)
1	Issuer	HSBC Asia Holdings Limited
2	Unique identifier (eg CUSIP, ISIN or Bloomberg identifier for private placement)	N/A
3	Governing law(s) of the instrument	Laws of Hong Kong
3a	Means by which enforceability requirement of Section 13 of the TLAC Term Sheet is achieved (for non-capital LAC debt instruments governed by non-Hong Kong law)	N/A
4	Regulatory treatment	N/A
	Transitional Basel III rules ¹	
5	Post-transitional Basel III rules ²	N/A
6 6a	Eligible at solo/group/solo and group (for regulatory capital purposes)	N/A
ба	Eligible at solo / LAC consolidation group / solo and LAC consolidation group (for LAC purposes)	LAC consolidation group
7	Instrument type (types to be specified by each jurisdiction)	Non-capital LAC debt instruments
8	Amount recognised in regulatory capital (currency in millions, as of most recent reporting date)	N/A
8a	Amount recognised in loss-absorbing capacity (currency in millions, as of most recent reporting date)	USD 354m
9	Par value of instrument	USD 415m
10	Accounting classification	Liability – fair value
11	Original date of issuance	18 Mar 2022
12	Perpetual or dated	Dated
13	Original maturity date	18 Mar 2052
14	Issuer call subject to prior supervisory approval	Yes
15	Optional call date, contingent call dates and redemption price	18 March 2027; Principal amount of the Loan which an amount equal to the sum of the Original Principal Amount and the Accreted Principal Amount.
		Accreted Principal Amount means: (i) in respect of any date on which the principal amount of the Loan is to be determined, other than the Drawdown Date, an amount equal to the product of 4.05% (compounded annually) being applied to USD 415 million, from (and including) the Drawdown Date to (but excluding) such date of determination.
		(ii) in respect of the Drawdown Date, zero. Original Principal Amount means USD 415 million.
16	Subsequent call dates, if applicable	On 18 March every year after first call date
	Coupons / dividends	
17	Fixed or floating dividend/coupon	N/A
18	Coupon rate and any related index	N/A
19	Existence of a dividend stopper	N/A
20	Fully discretionary, partially discretionary or mandatory	N/A
21	Existence of step up or other incentive to redeem	N/A
22	Non-cumulative or cumulative	N/A
23 24	Convertible or non-convertible If convertible, conversion trigger(s)	Convertible Triggers to statutory bail-in power under HK Financial Institutions (Resolution) Ordinance – HKMA ('FIRO')
25	If convertible, fully or partially	May convert fully or partially
26	If convertible, ronversion rate	To be determined at conversion
27	If convertible, mandatory or optional conversion	Mandatory upon satisfaction of certain conditions
28	If convertible, specify instrument type convertible into	To be determined subject to statutory bail-in power under FIRO
29	If convertible, specify issuer of instrument it converts into	To be determined subject to statutory bail in power under FIRO
30	Write-down feature	Yes
31	If write-down, write-down trigger(s)	Contractual write-down at point of non-viability of borrower. Contractual recognition of HKMA statutory bail-in power under FIRO
32	If write-down, full or partial	May be written down partially
33	If write-down, permanent or temporary	Permanent Permanent
	If temporary write-down, description of write-up mechanism	N/A
34		Structural
34 34a	Type of subordination	
34 34a 35	Type of subordination Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	Immediately subordinate to Senior Creditors
34a 35	Position in subordination hierarchy in liquidation (specify instrument type immediately senior to instrument in the insolvency creditor hierarchy of the legal entity concerned)	
34a	Position in subordination hierarchy in liquidation (specify instrument type immediately	Immediately subordinate to Senior Creditors

Footnotes:

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

HSBC Holdings plc

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