



Hang Seng Bank Limited

(incorporated in Hong Kong with limited liability, a licensed bank regulated by the Hong Kong Monetary Authority and registered under the Securities and Futures Ordinance of Hong Kong for types 1, 4, 7 and 9 regulated activities)

as Issuer and Product Arranger

Hang Seng Unlisted Basket Stocks Bull Equity Linked Investments with Potential Upside Cash Distribution and Partial Capital Protection at Maturity ("Hang Seng Basket PUCD PCP ELIs")

Arrangers to the Programme

Hang Seng Bank Limited

Hang Seng Investment Management Limited

(incorporated in Hong Kong and licensed under the Securities and Futures Ordinance of Hong Kong for types 1, 4, 5, 6 and 9 regulated activities)

Hang Seng Securities Limited

(incorporated in Hong Kong and licensed under the Securities and Futures Ordinance of Hong Kong for types 1 and 4 regulated activities)

This product is a complex product. Investors should exercise caution in relation to this product. Investors are warned that the market value of this product may fluctuate and investors may sustain a total loss of their investment. Prospective investors should therefore ensure that they understand the nature of the product and carefully study the risk factors set out in this document and other documents comprising the offering documents for this product and, where necessary, seek independent professional advice, before they decide whether to invest in this product.

This product constitutes general unsecured and unsubordinated contractual obligations of Hang Seng Bank Limited as the Issuer and of no other person. If you purchase this product, you are relying upon the creditworthiness of Hang Seng Bank Limited as the Issuer and have no rights under the terms and conditions of this product against any issuer of any linked stock.

The Securities and Futures Commission ("SFC") has authorised our Hang Seng Basket PUCD PCP ELIs under Section 104A(1) of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) ("SFO") and the issue of this document and the indicative term sheet based on the standard format set out in Appendix B to this document as part of the offering documents for our Hang Seng Basket PUCD PCP ELIs under Section 105(1) of the SFO. The SFC takes no responsibility for our Hang Seng Basket PUCD PCP ELIs or the contents of this document, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document. The SFC's authorisation does not imply its endorsement or recommendation of our Hang Seng Basket PUCD PCP ELIs referred to in this document nor does it imply that the SFC guarantees the commercial merits of our Hang Seng Basket PUCD PCP ELIs or their performance. The SFC's authorisation does not mean our Hang Seng Basket PUCD PCP ELIs are suitable for all investors nor is it an endorsement of their suitability for any particular investor or class of investors. Interested persons should consider obtaining independent advice before investing in our Hang Seng Basket PUCD PCP ELIs.

IMPORTANT

If you are in any doubt about any of the contents of this product booklet, you should obtain independent professional advice.

The offering documents for our Hang Seng Basket PUCD PCP ELIs (as further described on pages 64 to 65 of this product booklet) include particulars given in compliance with the Code on Unlisted Structured Investment Products issued by the SFC (the “Code”) for the purpose of giving information with regard to Hang Seng Bank Limited (as the Issuer and the Product Arranger), our programme for the issue of unlisted equity linked structured products (the “Programme”) and our Hang Seng Basket PUCD PCP ELIs. Hang Seng Bank Limited (as the Issuer and the Product Arranger) accepts full responsibility for the contents of, and the completeness and accuracy of the information contained in our Hang Seng Basket PUCD PCP ELIs offering documents and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there is no untrue or misleading statement, or other facts the omission of which would make any statement therein untrue or misleading. Hang Seng Bank Limited (as the Issuer and the Product Arranger) also confirms that it meets the eligibility requirements applicable to issuers and product arrangers under the Code respectively and our Hang Seng Basket PUCD PCP ELIs comply with the Code. Hang Seng Bank Limited is the “Product Arranger” for the purpose of the Code.

In this product booklet, references to the “indicative term sheet” are to the indicative term sheet for a particular series of Hang Seng Basket PUCD PCP ELIs, references to the “final term sheet” are to the final term sheet for a particular series of Hang Seng Basket PUCD PCP ELIs, and references to the “relevant term sheet” are to both indicative and final term sheets for a particular series of Hang Seng Basket PUCD PCP ELIs.

This product booklet has no regard to the specific investment objectives, financial situation or particular needs of any specific recipient. It is not intended to provide and should not be relied upon for tax, legal or accounting advice.

Post-sale cooling-off period pursuant to Part IV of the Code applies to our Hang Seng Basket PUCD PCP ELIs with an investment period of more than one year. For further details, please refer to pages 29 to 30 of this product booklet.

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KEY FACTS STATEMENT
Hang Seng Basket PUCD PCP ELIs

issued by

Hang Seng Bank Limited

This is an unlisted structured product embedded with derivatives.
This statement provides you with key information about our Hang Seng Basket PUCD PCP ELIs. This statement is a part of the offering documents.
You should not invest in this product based on this statement alone.

WHAT ARE THE KEY RISKS?

Investment involves risks. Please refer to the “Risk Factors” sections in the information memorandum and in this product booklet for details.

- **Not capital protected but partially capital protected at maturity only** — Our Hang Seng Basket PUCD PCP ELIs are not capital protected but partially capital protected at maturity only (subject to other risks including our creditworthiness and the creditworthiness of your distributor and/or its custodian(s) as mentioned below).

The payout under our Hang Seng Basket PUCD PCP ELIs you receive at maturity may be less than your initial investment amount but is subject to a base redemption level, provided that you hold our Hang Seng Basket PUCD PCP ELIs until maturity and our Hang Seng Basket PUCD PCP ELIs are not otherwise early terminated. The minimum payout you will receive at maturity is dependent on the minimum redemption level (floored at the base redemption level, being a percentage between 70% and 99.9% as set out in the relevant term sheet). **If our Hang Seng Basket PUCD PCP ELIs are sold to us (as market agent) prior to expiry via market making arrangements or are otherwise early terminated, you may receive an amount which is less than the minimum payout at maturity and is substantially less than your initial investment amount.**

- **No collateral** — Our Hang Seng Basket PUCD PCP ELIs are not collateralised and are not secured on any of our assets.
- **Unlisted structured products and NOT protected deposits** — Our Hang Seng Basket PUCD PCP ELIs are unlisted structured products embedded with derivatives and are not equivalent to nor should they be treated as time deposits. They are NOT protected deposits for the purposes of the Deposit Protection Scheme. **In the worst case scenario, you could lose all of your investment.**
- **Potential payout is determined by reference to the worst performing stock in the basket on the final fixing date** — The potential payout under our Hang Seng Basket PUCD PCP ELIs is determined by reference to the worst performing stock in the basket on the final fixing date. If any one of the linked stocks in the basket performs poorly against your expectation, you will not benefit from the performance of any other linked stocks in the basket.
- **Limited market making arrangement** — Our Hang Seng Basket PUCD PCP ELIs are designed to be held till maturity. However, if you try to sell our Hang Seng Basket PUCD PCP ELIs you hold before the final fixing date, we will provide daily market making arrangement within the time period as specified in the indicative term sheet for you to sell back the Hang Seng Basket PUCD PCP ELIs, but the actual sell back price that you receive may be less than or substantially less than the original amount you invested. In addition, you should note that we may not be able to provide market making arrangements on a market making day if the relevant Hang Seng Basket PUCD PCP ELI is affected by market disruption events.
- **You rely on our creditworthiness** — Our Hang Seng Basket PUCD PCP ELIs constitute general unsecured and unsubordinated contractual obligations of Hang Seng Bank Limited as the Issuer. When you buy our Hang Seng Basket PUCD PCP ELIs, you will be relying on the creditworthiness of Hang Seng Bank Limited as the Issuer and of no other person. You have no rights under the terms and conditions of our Hang Seng Basket PUCD PCP ELIs against any issuer of any linked stock. **If we become insolvent or default on our obligations under the Hang Seng Basket PUCD PCP ELIs, in the worst case scenario, you could lose all of your investment.**

- **You rely on the creditworthiness of your distributor or its custodian(s)** — When you invest in our Hang Seng Basket PUCD PCP ELIs, you rely on the creditworthiness of your distributor or its custodian(s). If your distributor becomes insolvent or defaults on its obligations, you will have a right to claim against such distributor. If your distributor’s custodian becomes insolvent or defaults on its obligations, you will not have any direct contractual rights against such custodian and will have to rely on your distributor to take action against such custodian. **In the worst case scenario, you could lose all of your investment.**
- **May not have direct enforcement rights** — If our Hang Seng Basket PUCD PCP ELIs are held either (i) through the clearing system or (ii) outside the clearing system through a distributor other than us, you will have to rely on your distributor or its custodian(s) to take action to assert your rights as an investor in our Hang Seng Basket PUCD PCP ELIs on your behalf and will not have direct contractual rights of enforcement against us as the Issuer. **In the worst case scenario, you could lose all of your investment.**
- **Not the same as investing in linked stocks** — Investing in our Hang Seng Basket PUCD PCP ELIs is not the same as investing in the linked stocks. During the investment period, you have no rights in any of the linked stocks. Changes in the market price of any of the linked stocks may not lead to a corresponding change in the market value of, or your potential gain or loss under, our Hang Seng Basket PUCD PCP ELIs.
- **Not covered by Investor Compensation Fund** — Our Hang Seng Basket PUCD PCP ELIs are not listed on any stock exchange and are not covered by the Investor Compensation Fund.
- **Conflicts of interest** — You should note that conflicts of interest may arise from the different roles played by us and our subsidiaries and affiliates in connection with our Hang Seng Basket PUCD PCP ELIs and our economic interests in each role may be adverse to your interests in our Hang Seng Basket PUCD PCP ELIs.
- **English version of the terms and conditions may prevail** — If our Hang Seng Basket PUCD PCP ELIs are held through international securities clearing systems, the terms and conditions of our Hang Seng Basket PUCD PCP ELIs are issued in English only for the purposes of lodgement with the relevant clearing systems, and shall prevail over the Chinese version of the terms and conditions contained in the Chinese version of this product booklet in the event of inconsistency. If you do not understand the English version, you should obtain independent professional advice.
- **Exposure to risk from the start date** — You will be exposed to the risks associated with our Hang Seng Basket PUCD PCP ELIs starting from the start date.
- **Additional risks for RMB-denominated Hang Seng Basket PUCD PCP ELIs and/or RMB-traded linked stock** — The performance of our Hang Seng Basket PUCD PCP ELIs may be adversely affected due to risks relating to Renminbi (“RMB”), such as the current limited pool of RMB outside the mainland China, offshore RMB exchange rate risk and RMB interest rate risk. Our payment under any RMB-denominated Hang Seng Basket PUCD PCP ELIs may also be postponed, or delivered in a HKD equivalent amount upon occurrence of an RMB disruption event.

WHAT IS THIS PRODUCT AND HOW DOES IT WORK?

- Our Hang Seng Basket PUCD PCP ELIs have a series of embedded options including embedded conditional put and call options over a basket of linked stocks (being shares and/or units of companies and/or funds listed on Hong Kong Stock Exchange and traded in Hong Kong dollars (“HKD”), RMB, United States dollars (“USD”) or such other currencies as specified in the relevant term sheet as the underlying currency). Our Hang Seng Basket PUCD PCP ELIs shall have a maximum of ten and a minimum of two linked stocks in the basket. Not all listed stocks or funds can be used as a linked stock; you should ask your distributor what linked stocks are available. The basket may comprise a mixture of linked stocks traded in different currencies.
- You should note that with respect to each linked stock in the basket, the initial stock price may be (i) the official closing price of such linked stock on the Hong Kong Stock Exchange on the start date, or (ii) the market spot price of such linked stock as agreed between us and you (via your distributor) on the start date. For the avoidance of doubt, it is possible that the initial stock price(s) of certain linked stock(s) in the basket will be determined by using method (i) while the initial stock price(s) of other linked stock(s) in the basket will be determined by using method (ii). With respect to any linked stock(s) in the basket using method (i) in determining the initial stock price(s), the initial stock price(s) of such linked stock(s) will only be recorded after you are committed to purchase our Hang Seng Basket PUCD PCP ELIs. In that case, when you place your order, you will not know the actual values of some of the terms which will only be determined after the market close on the start date. The distributor will issue a contract note specifying all these terms to you 2 business days after the start date.

- We may issue and settle our Hang Seng Basket PUCD PCP ELIs in RMB or any non-restricted and freely convertible currency such as HKD or USD as specified in the relevant term sheet. Our Hang Seng Basket PUCD PCP ELIs will be cash settled only. Physical settlement is not applicable to our Hang Seng Basket PUCD PCP ELIs.
- Each Hang Seng Basket PUCD PCP ELIs represents a nominal value as specified in the relevant term sheet. Such nominal value is used to calculate the issue price per Hang Seng Basket PUCD PCP ELIs, any potential upside cash distribution amount, any minimum redemption amount, and to determine any settlement at maturity.
- Settlement at maturity will be determined based on the closing price of the worst performing stock in the basket on the final fixing date. The linked stock with the lowest stock performance will be the worst performing stock for a scheduled trading day. The worst performing stock on each scheduled trading day can be different. The stock performance for each linked stock in the basket on a scheduled trading day will be calculated using the following formula:

$$\text{Stock performance of a linked stock} = \frac{\text{Closing price of that linked stock on the relevant scheduled trading day}}{\text{Initial stock price of that linked stock}} \times 100\%$$

If more than one linked stock has the same lowest stock performance among all the linked stocks in the basket on a scheduled trading day, we (as the Issuer) will, in our sole and absolute discretion acting in good faith and in a commercially reasonable manner, decide which linked stock shall be the worst performing stock for that scheduled trading day.

- If our Hang Seng Basket PUCD PCP ELIs have not been early terminated during the investment period, Hang Seng Basket PUCD PCP ELIs will mature on the maturity date and you will receive (i) 100% of the nominal value and the potential upside cash distribution amount if the final stock price of the worst performing stock as of the final fixing date is equal to or above its initial stock price, or (ii) the minimum redemption amount if the final stock price of the worst performing stock as of the final fixing date is lower than its initial stock price, which may be less than your initial investment amount but is subject to a base redemption level.

WHAT ARE THE KEY FEATURES?

Settlement At Maturity — cash settlement only

(A) Potential Upside Cash Distribution Amount

You will receive 100% of the nominal value and the potential upside cash distribution amount on the maturity date if the final stock price of the worst performing stock as of the final fixing date is equal to or above its initial stock price. We will calculate such potential upside cash distribution amount according to the following formula (rounded to the nearest 0.01, with 0.005 or above being rounded upwards, save in the case of JPY, rounded to the nearest whole JPY, with 0.5 or above being rounded upwards):

$$\text{Nominal value} \times \text{cash distribution rate}$$

Where:

Cash distribution rate is the higher of:

- the base cash distribution rate (which will always be above zero) as specified in the relevant term sheet; and
- the rate calculated in accordance with the following formula (calculated to 4 decimal places, 0.00005 being rounded upwards):

$$\left(\frac{\text{Final stock price of the worst performing stock as of the final fixing date}}{\text{Initial stock price of the worst performing stock as of the final fixing date}} - 1 \right) \times 100\%$$

You should note that it is possible that you will not receive any potential upside cash distribution amount on the maturity date if the final stock price of the worst performing stock as of the final fixing date is below its initial stock price.

(B) Minimum Redemption Amount

You will receive the minimum redemption amount on the maturity date if the final stock price of the worst performing stock as of the final fixing date is lower than its initial stock price. We will calculate such minimum redemption amount according to the following formula:

$$\text{Nominal value} \times \text{minimum redemption level}$$

(rounded down to the nearest 0.01, save in the case of JPY, rounded down to the nearest whole JPY)

Where:

Minimum redemption level is the higher of:

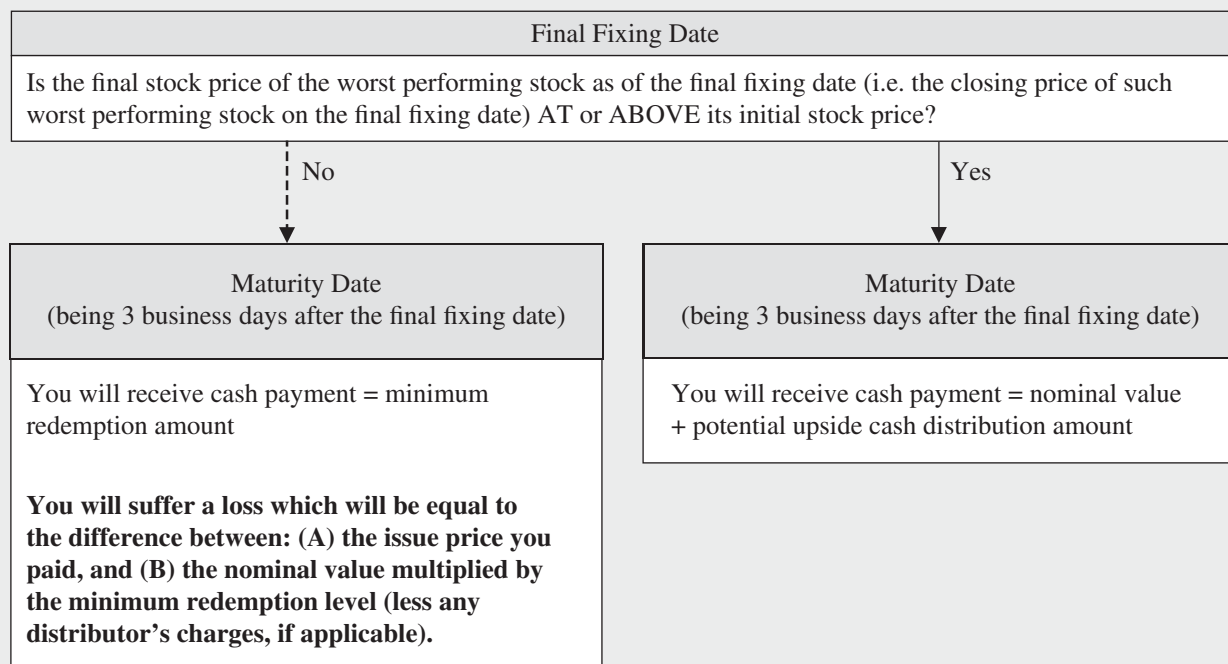
- (i) the base redemption level as specified in the relevant term sheet (which will be set at percentage between 70% and 99.9%); and
- (ii) the percentage calculated in accordance with the following formula:

$$\left(\frac{\text{Final stock price of the worst performing stock as of the final fixing date}}{\text{Initial stock price of the worst performing stock as of the final fixing date}} \right) \times 100\%$$

You should note that you will suffer a loss which will be equal to the difference between: (A) the issue price you paid, and (B) the nominal value multiplied by the minimum redemption level (less any distributor's charges, if applicable).

(C) Flowchart Illustration of Settlement At Maturity

If our Hang Seng Basket PUCD PCP ELIs have not been early terminated during the investment period, the settlement at maturity is illustrated in the diagram below:



HOW CAN YOU BUY OUR HANG SENG BASKET PUCD PCP ELIS?

If you would like to buy our Hang Seng Basket PUCD PCP ELIs, you can contact the appointed distributor(s) to enquire about our ELIs products. Please refer to the sub-sections headed “How can you buy the Hang Seng Basket PUCD PCP ELIs?” and “Do you need an RMB cash account and a HKD cash account if you purchase our Hang Seng Basket PUCD PCP ELIs denominated in RMB?” on page 29 of this product booklet.

POST-SALE COOLING-OFF PERIOD

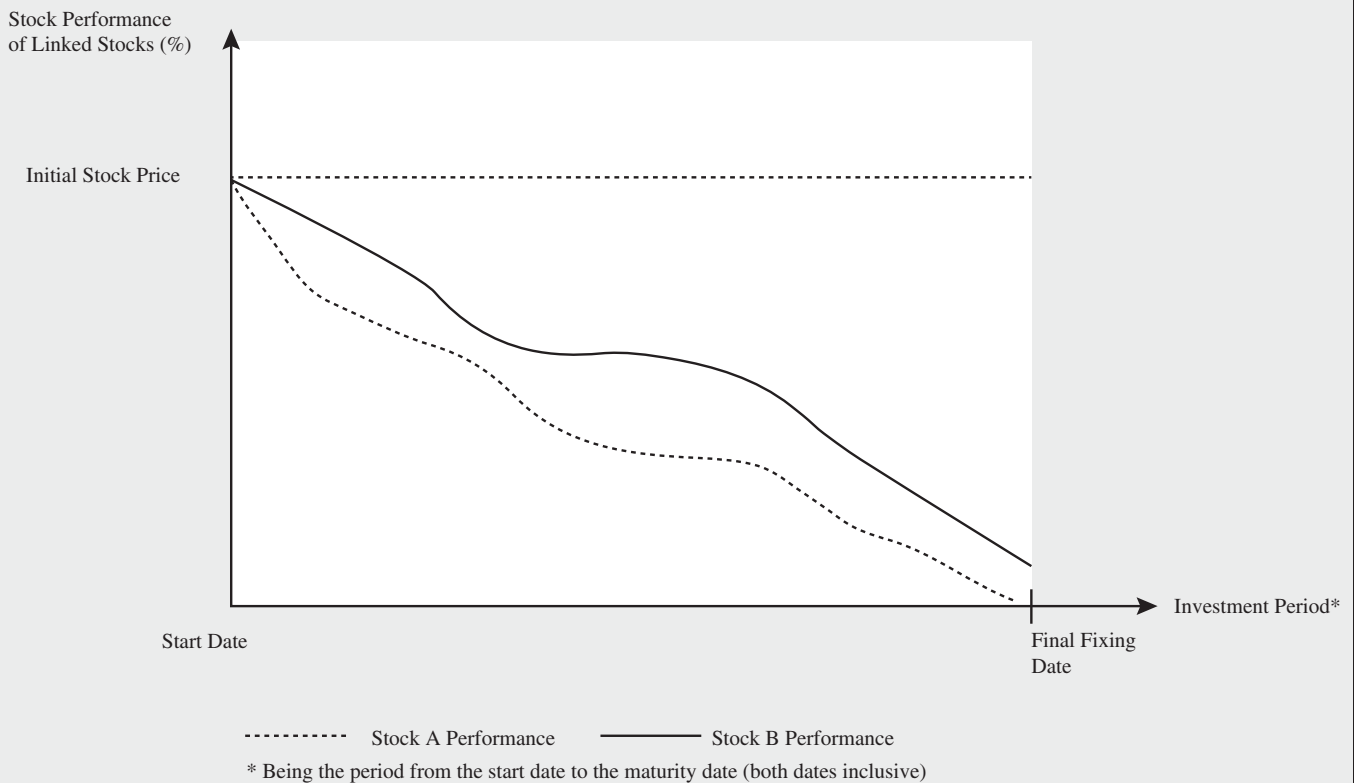
- Post-sale cooling-off period is only applicable for Hang Seng Basket PUCD PCP ELIs with an investment period over 1 year.
- If you change your mind after you have placed an order for our Hang Seng Basket PUCD PCP ELIs with an investment period over 1 year, you could give a notice to your distributor within the period starting from the day you place the order to 5 business days after the end of the offer period.
- If your distributor receives your notice to cancel before any of the initial stock prices is recorded on the start date, the issue price of your whole Hang Seng Basket PUCD PCP ELIs order will not be deducted from your account on the payment date. If your distributor receives your notice to unwind after any of the initial stock prices is recorded on the start date, the issue price of your whole Hang Seng Basket PUCD PCP ELIs order will be deducted from your account on the payment date and we will arrange for the distributor to return to you the issue price of your whole Hang Seng Basket PUCD PCP ELIs order less a market value adjustment and issuer’s handling fee (as specified in the indicative term sheet) on the second business day after the payment date. **The total cash amount returned to you when you unwind your purchase order may be substantially less than your initial investment.** Your distributor may also charge you additional handling fee, and you should ask your distributor for details.
- We will only accept cancellation or unwinding of your Hang Seng Basket PUCD PCP ELIs order in whole (but not in part) during the post-sale cooling-off period.
- Please refer to pages 29 to 30 of this product booklet for details.

IS THERE ANY MARKET MAKING ARRANGEMENT BEFORE EXPIRY?

- Market making arrangements are available for all of our Hang Seng Basket PUCD PCP ELIs (regardless of the length of the investment period).
- Throughout each market making day (being each exchange business day from but excluding the issue date to and including the third exchange business day before the final fixing date), we, as the market agent, will make available to you (via your distributor) indicative bid prices (on a per Hang Seng Basket PUCD PCP ELIs basis) during normal business hours. If you wish to obtain a firm bid price at which you can sell your Hang Seng Basket PUCD PCP ELIs to us, you will need to submit your request to your distributor before 3:00 p.m. If you agree to the quoted firm bid price, you can place a limit sell back order before 3:00 p.m. with your distributor with such price. In order for your limit sell back order to be executed at the quoted firm bid price, you must place such order immediately upon the receipt of the quoted firm bid price without any delay. Otherwise, your limit sell back order will not be executed if the prevailing firm bid price falls below the quoted firm bid price.
- The firm bid price at which you can sell your Hang Seng Basket PUCD PCP ELIs to us may be substantially less than the issue price and is not subject to any minimum redemption level.
- Please refer to the market making arrangement section on pages 30 to 31 of this product booklet for further details.

WORST CASE SCENARIO

The example below assumes that there are two linked stocks in the basket and illustrates the worst case scenario where the worst performing stock, which is determined on every scheduled trading day, performs poorly during the investment period.



In the above example, the issue price is set at 100% of the nominal value, the base redemption level is 70% and the final stock price of the worst performing stock as of the final fixing date (i.e. stock A) is less than 70% of its initial stock price.

Since the final stock price of the worst performing stock as of the final fixing date (i.e. stock A) is below its initial stock price and is less than 70% of its initial stock price, you will receive on the maturity date an amount equal to the nominal value multiplied by the base redemption level (i.e. 70% of the nominal value). **You will suffer a loss which will be equal to the difference between: (A) the issue price you paid, and (B) the nominal value multiplied by the base redemption level (less any distributor's charges, if applicable).** If we (as the Issuer) become insolvent or default on our obligations under the Hang Seng Basket PUCD PCP ELIs, **you may get nothing back (including the minimum redemption amount) and you could lose all of your investment in the worst case scenario.**

Please also refer to “Appendix C — Scenario Analysis” in this product booklet for more illustrative examples of how the Hang Seng Basket PUCD PCP ELIs work.

WHAT ARE THE FEES AND CHARGES?

For the avoidance of doubt, no cash settlement expenses are payable to us.

Distributor's charges — your distributor may charge a handling fee when you make your application or request under the post-sale cooling-off arrangement or when your limit sell back order under the market making arrangement is executed, and may also charge fees for opening and maintaining your securities or investment account.

Issuer's charges — we will charge a handling fee when we unwind your Hang Seng Basket PUCD PCP ELIs order under the post-sale cooling-off arrangement.

You should note that the distributor's charges mentioned above will reduce the potential gain or increase the potential loss on your investment.

Commission — we may pay a commission to the distributor(s). Distributor(s)' commissions and other transaction costs including our cost of hedging are subsumed in the issue price.

Please contact your distributor for details regarding such fees and charges.

ADJUSTMENTS TO THE TERMS AND CONDITIONS OR EARLY TERMINATION OF OUR HANG SENG BASKET PUCD PCP ELIS

- We may adjust certain terms and conditions (including adjusting the reference stock price or adjusting certain key dates) of our Hang Seng Basket PUCD PCP ELIs upon the occurrence of certain events (such as a potential adjustment event). We may early terminate our Hang Seng Basket PUCD PCP ELIs upon the occurrence of certain termination events (such as delisting).
- Please refer to pages 26 to 27 of this product booklet for details.

CONTINUING DISCLOSURE OBLIGATIONS

- We (as the Issuer and the Product Arranger) will keep the SFC and the distributors of our Hang Seng Basket PUCD PCP ELIs informed as soon as reasonably practicable if (a) we (as the Issuer) cease to meet any eligibility requirements applicable to issuers under the Code; (b) we (as the Product Arranger) cease to meet any eligibility requirements applicable to product arrangers under the Code; and (c) to the extent permitted by any applicable law, there are changes in our financial condition or other circumstances which could reasonably be expected to have a material adverse effect on our ability (as the Issuer) to fulfill our commitments in connection with our Hang Seng Basket PUCD PCP ELIs. Your distributor will in turn inform you. Please contact your distributor for further details.

ADDITIONAL INFORMATION

Offering Documents

You should obtain the following offering documents from us or the distributor(s):

- (i) the relevant indicative term sheet for our Hang Seng Basket PUCD PCP ELIs;
- (ii) the information memorandum dated 9 August 2024 and any updating addendum as specified in the indicative term sheet;
- (iii) the latest financial disclosure document and any updating addendum as specified in the indicative term sheet; and
- (iv) this product booklet for our Hang Seng Basket PUCD PCP ELIs dated 9 August 2024 and any updating addendum as specified in the indicative term sheet.

The distributor(s) has/have an obligation to distribute all of the above documents to you in your preferred language. Before you decide whether to invest in our Hang Seng Basket PUCD PCP ELIs, you should read and understand all the relevant offering documents referred to above.

ISSUER'S INFORMATION

- Name of Issuer: Hang Seng Bank Limited
- Address: 83 Des Voeux Road Central, Hong Kong
- Website: www.hangseng.com
- Hotline for enquiry: 28220228

IMPORTANT

If you are in doubt, you should seek independent professional advice.

RISK FACTORS

In addition to the risks set out in the information memorandum, you should consider the risk factors set out in the section headed “WHAT ARE THE KEY RISKS?” in the Key Facts Statement of this product booklet and the following additional risks:

- **Hang Seng Basket PUCD PCP ELIs are not capital protected but partially capital protected at maturity only**

Our Hang Seng Basket PUCD PCP ELIs are not capital protected but partially capital protected at maturity only (subject to other risks including our creditworthiness and the creditworthiness of your distributor and/or its custodian(s) as mentioned in the information memorandum).

The potential gain or loss on our Hang Seng Basket PUCD PCP ELIs is linked to the performance of the worst performing stock in the basket on the final fixing date. The performance of each linked stock is dependent upon macroeconomic factors, such as interest rates and price levels on the capital markets, currency developments, political factors as well as factors specific to the linked stock such as earnings position, market position, risk situation, shareholder structure and dividend distribution policy. If our Hang Seng Basket PUCD PCP ELIs have not been early terminated during the investment period, our Hang Seng Basket PUCD PCP ELIs will mature on the maturity date and you will receive on the maturity date an amount equal to the nominal value multiplied by the minimum redemption level if the final stock price of the worst performing stock as of the final fixing date is below its initial stock price. In this case, you will suffer a loss which will be equal to the difference between: (A) the issue price you paid, and (B) the nominal value multiplied by the minimum redemption level (which is floored at the base redemption level), less any distributor’s charges, if applicable. The payout that you receive at maturity may be less than your initial investment amount but is subject to a base redemption level, provided that you hold our Hang Seng Basket PUCD PCP ELIs until maturity and our Hang Seng Basket PUCD PCP ELIs are not otherwise early terminated. If our Hang Seng Basket PUCD PCP ELIs are sold to us (as market agent) prior to expiry via market making arrangement or otherwise early terminated, you may receive an amount which is less than the minimum payout at maturity and is substantially less than your initial investment amount.

- **Hang Seng Basket PUCD PCP ELIs are not protected deposits**

Our Hang Seng Basket PUCD PCP ELIs are not protected deposits under the Deposit Protection Scheme in Hong Kong. They are unlisted structured investment products embedded with derivatives and are not equivalent to time deposits. **In the worst case scenario, you could lose all of your investment.**

- **Your potential gain or loss is determined by reference to the worst performing stock in the basket**

The potential gain or loss under our Hang Seng Basket PUCD PCP ELIs is determined by reference to the worst performing stock in the basket on the final fixing date. The worst performing stock on each scheduled trading day can be different. If any one of the linked stocks in the basket performs poorly against your expectation, you will not benefit from the performance of any other linked stocks in the basket.

- **Limited market making arrangement**

Our Hang Seng Basket PUCD PCP ELIs are designed to be held till maturity. However, if you try to sell our Hang Seng Basket PUCD PCP ELIs you hold before the final fixing date, we will provide daily market making arrangement within the time period as specified in the indicative term sheet for you to sell back the Hang Seng Basket PUCD PCP ELIs, but the actual sell back price that you receive may be less than or substantially less than the original amount you invested. In addition, you should note that we may not be able to provide market making arrangements on a market making day if the relevant Hang Seng Basket PUCD PCP ELI is affected by market disruption events.

- **No rights in the linked stocks**

Investing in our Hang Seng Basket PUCD PCP ELIs is not the same as investing in the linked stocks. During the investment period, you have no rights in the linked stocks in the basket. Changes in the market price of any of the linked stocks may not lead to a corresponding change in the market value of, or your potential gain or loss under, our Hang Seng Basket PUCD PCP ELIs.

- **Post-sale cooling-off period only applies to Hang Seng Basket PUCD PCP ELIs with an investment period of more than 1 year**

Post-sale cooling-off period only applies to Hang Seng Basket PUCD PCP ELIs with an investment period of more than 1 year. If you change your mind after you have placed an order for our Hang Seng Basket PUCD PCP ELIs and such Hang Seng Basket PUCD PCP ELIs have an investment period over 1 year, you can choose to cancel or unwind (as the case may be) your purchase order (in whole but not in part) within the period starting from the day you place the order to 5 business days after the end of the offer period.

If your distributor receives your notice to cancel before any of the initial stock prices is recorded on the start date, the issue price of your whole order will not be deducted from your account on the payment date and no market value adjustment and/or issuer's handling fee will be deducted from your account.

If your distributor receives your notice to unwind after any of the initial stock prices is recorded on the start date, the issue price of your whole order will be deducted from your account on the payment date and we will arrange for the distributor to return to you the issue price of your whole order less a market value adjustment and issuer's handling fee (as specified in the indicative term sheet) on the second business day after the payment date. **You should note that if you send a notice to your distributor after the end of the offer period, the amount that we will return to you is (i) not subject to any minimum redemption level, and (ii) capped at and may be substantially less than the issue price and, in that case, you will suffer a loss.** For the avoidance of doubt, if the Hang Seng Basket PUCD PCP ELIs are denominated in RMB and the post-sale cooling-off period arrangement is applicable, such return to you will not be subject to an RMB disruption event.

In either case, the distributor's commission (if any) will not be deducted from the amount returned to you, but your distributor may charge you a handling fee. You should ask your distributor for details.

You should note that the above post-sale cooling-off period arrangement will not be applicable to our Hang Seng Basket PUCD PCP ELIs with an investment period of 1 year or less.

Please see "Post-sale cooling-off period" on pages 29 to 30 of this product booklet for further details.

- **Discretion of the calculation agent to make adjustments and/or substitution relating to Hang Seng Basket PUCD PCP ELIs**

If any potential adjustment events, merger events or tender offers affecting any of the linked stocks in the basket has occurred between the start date and the final fixing date (both dates inclusive), the calculation agent may, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, adjust the terms and conditions for that series of Hang Seng Basket PUCD PCP ELIs including the initial stock price of the affected linked stock(s) in the basket if it determines appropriate to account for the occurrence of the relevant event in order to preserve the economic equivalence of our Hang Seng Basket PUCD PCP ELIs.

If (i) a merger event or a tender offer, as provided in conditions 6(b) and (c) of the terms and conditions set out in Appendix A to this product booklet has occurred, whereby the calculation agent determines in its sole and absolute discretion and acting in good faith and in a commercially reasonable manner that any adjustment to the terms and conditions of our Hang Seng Basket PUCD PCP ELIs is unable to preserve the economic equivalence of our Hang Seng Basket PUCD PCP ELIs; or (ii) certain termination events, including nationalisation, insolvency, delisting, hedging disruption, additional disruption events and fund disruption event affecting any of the linked stocks in the basket, as provided in conditions 6(d), (e) and (f) of the terms and conditions set out in Appendix A to this product booklet has occurred, the calculation agent may, in its sole and absolute discretion and acting in good faith and in commercially reasonable manner, substitute the affected linked stock in the basket with a new stock selected by the calculation agent and make any further adjustments to the terms of the Hang Seng Basket PUCD PCP ELIs as it thinks fit (acting in good faith and in commercially reasonable manner) to account for the occurrence of the relevant event, provided that any such substitution and adjustment are not considered by the calculation agent to be prejudicial to the holders of such Hang Seng Basket PUCD PCP ELIs generally. If the calculation agent decides to choose a new stock to substitute the affected linked stock, the substitute stock will be, in the sole and absolute discretion of the calculation agent acting in good faith and in a commercially reasonable manner, in a similar industry as the affected linked stock (where the affected linked stock is a share) or have similar investment objectives as the affected linked stock (where the affected linked stock is a unit), and have a similar market capitalisation and volatility and listed on the same exchange as the affected linked stock.

Both the substitution and adjustment mentioned above might adversely affect your rights attached to our Hang Seng Basket PUCD PCP ELIs and the financial return that you may receive from them. If any substitution or adjustment has been made, you will be notified by your distributor.

Please see “When will the terms and conditions of the Hang Seng Basket PUCD PCP ELIs be adjusted? When will a linked stock be substituted?” on page 26 of this product booklet for further details.

- **Risks in relation to early termination**

Upon an occurrence between the start date and the final fixing date (both dates inclusive) of certain events which include, but are not limited to, merger events, tender offers and additional disruption events in relation to any linked stock in the basket of our Hang Seng Basket PUCD PCP ELIs, the calculation agent may decide at its sole and absolute discretion acting in good faith and in a commercially reasonable manner to early terminate our Hang Seng Basket PUCD PCP ELIs with immediate effect prior to the maturity date. In such case, you will receive the early termination amount as determined by the calculation agent acting in good faith and in a commercially reasonable manner. Such early termination amount might be less than the amount that you originally invested and is not subject to any minimum redemption level.

Please see “Are there any situations where our Hang Seng Basket PUCD PCP ELIs may be terminated before maturity?” on page 27 of this product booklet for details including how the early termination amount will be determined.

- **Hedging risks**

We as the Issuer or any affiliated entity of us may enter into hedging transactions with counterparties in the market in order to enable us to fulfil our obligations under our Hang Seng Basket PUCD PCP ELIs. These transactions would typically involve contracts for the purchase and/or sale of the linked stocks in the basket and the establishment of long and/or short positions in those linked stocks which may be constantly adjusted. The unwinding or adjustment of the positions in the linked stocks in the basket shortly before a relevant date under our Hang Seng Basket PUCD PCP ELIs may itself affect the market prices of those linked stocks on the relevant date, particularly if there is a low trading volume in those linked stocks at that time.

It is possible that this activity could cause the final stock price of the worst performing stock as of the final fixing date to fall below its initial stock price, in which case you will only receive the minimum redemption amount at maturity.

If the counterparties default or fail to fulfil their obligations under the hedging transactions, we will bear such default risk and we will keep the same terms and payment structures of our Hang Seng Basket PUCD PCP ELIs.

- **Risk related to real estate investment trusts and exchange traded funds in general**

Where a linked stock is a share or unit (as applicable) in a fund which is a real estate investment trust and/or exchange traded fund, neither we nor our affiliates have the ability to control or predict the actions of the manager of the relevant fund. The manager is not involved in the offer of our Hang Seng Basket PUCD PCP ELIs in any way and has no obligation to consider your interests in taking any action that might affect the market price of the linked stocks in the basket and, in turn, affect our Hang Seng Basket PUCD PCP ELIs.

The manager is responsible for making strategic, investment and other trading decisions with respect to the management of the fund assets, consistent with its investment objectives and/or investment restrictions as set out in its constitutive documents. The performance of the fund assets is significantly dependent upon the capabilities of the management team of the manager. The manner in which the fund assets are managed and the timing of such decisions will have a significant impact on the performance of the fund assets, and hence, on the performance of linked stocks and our Hang Seng Basket PUCD PCP ELIs.

There is also a risk that the investment objectives and/or investment restrictions as set out in the constitutive documents in relation to the funds are materially changed after the date when our Hang Seng Basket PUCD PCP ELIs are offered or are not complied with or the method of calculating the net asset value of the fund assets is materially changed after the date when our Hang Seng Basket PUCD PCP ELIs are offered. Such changes will impact on the performance of the fund assets and on the linked stocks. The applicable laws and regulations governing the funds may restrict the operations of the funds and restrict their ability to achieve the investment objectives. In such case, the calculation agent, may decide, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, to substitute the fund so affected or to early terminate our Hang Seng Basket PUCD PCP ELIs in accordance with condition 6(f) or 6(g) in the terms and conditions as set out in Appendix A to this product booklet. The early termination amount that you will receive may be substantially less than the amount that you have invested and is not subject to any minimum redemption level. Please refer to the risk factors section “Risks in relation to early termination” for details. If the calculation agent decides to choose a new fund to substitute the affected fund, the calculation agent will choose, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, the one which has similar investment objectives as the affected fund, and have a similar market capitalisation and volatility and listed on the same exchange as the affected fund. Please refer to the risk factors section “Discretion of the calculation agent to make adjustments and/or substitution relating to Hang Seng Basket PUCD PCP ELIs” for details.

Please read the offering documents for the relevant fund for more details.

- **Risk factors specific to Hang Seng Basket PUCD PCP ELIs linked to an exchange traded fund**

Where a linked stock is a share or unit in a fund which is an exchange traded fund, you should note that an exchange traded fund is exposed to the political, economic, currency and other risks related to the underlying asset pool or index that the exchange traded fund is designed to track. There may also be a disparity between the performance of the exchange traded fund and the performance of the underlying asset pool or index which the exchange traded fund aims to track due to, for instance, failure of the tracking strategy, currency differences, fees and expenses. Furthermore, where the underlying asset pool or index that the exchange traded fund aims to track is subject to restricted access, the efficiency in share or unit creation or redemption to keep the market price of the exchange traded fund in line with its net asset value may be disrupted, causing the exchange traded fund to trade at a premium or discount to its net asset value. Such risks may have a negative impact on the performance of the exchange traded fund and may adversely affect the performance or market value of our Hang Seng Basket PUCD PCP ELIs in which case you may suffer a loss in your investment.

If an exchange traded fund adopts a synthetic replication investment strategy to achieve its investment objectives by investing in financial derivative instruments linked to the performance of an underlying asset pool or index that the exchange traded fund is designed to track (“**synthetic exchange traded fund**”), you should also note that:

- investments in financial derivative instruments will expose the synthetic exchange traded fund to the credit, potential contagion and concentration risks of the counterparties who issued such financial derivative instruments. As such, counterparties are predominantly international financial institutions, the failure of one such counterparty may have a negative effect on other counterparties of the synthetic exchange traded fund. Even if the synthetic exchange traded funds have collateral to reduce the counterparty risks, there may still be a risk that the market value of the collateral has fallen substantially when the synthetic exchange traded fund seeks to realise the collateral;
- the synthetic exchange traded fund may be exposed to higher liquidity risk if the synthetic exchange traded fund invests in financial derivative instruments which do not have an active secondary market. Such derivatives may have to be valued or sold at a much lower price than those with an active secondary market given wider bid-offer spreads in the price of the derivatives. This may result in losses in the synthetic exchange traded fund.

• **Risk factors specific to Hang Seng Basket PUCD PCP ELIs linked to an exchange traded fund investing through the QFI regimes and/or China Connect (“China ETFs”)**

Where a linked stock is a share or unit of a China ETF issued and traded outside the mainland China with direct investment in the mainland China’s securities market through the Qualified Foreign Institutional Investor regime and RMB Qualified Foreign Institutional Investor regime (collectively, “**QFI regimes**”) and/or the Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect (collectively, “**China Connect**”), you should note the additional risks below:

- (a) the policy and rules for the QFI regimes and China Connect prescribed by the PRC central government are subject to change, and there may be uncertainty to its implementation. Such uncertainty and potential change of the laws and regulations for the QFI regimes and China Connect may adversely impact on the performance of a China ETF, and may also have potential retrospective effect. These changes may in turn adversely affect the performance or market value of our Hang Seng Basket PUCD PCP ELIs;
- (b) a China ETF primarily invests in securities traded in the mainland China’s securities market and is subject to concentration risk. Investment in the mainland China’s securities market (which are inherently stock markets with restricted access) involves certain risks and special considerations as compared with investment in more developed economies or markets, such as greater political, tax, economic, foreign exchange, liquidity and regulatory risks. The operation of China ETFs may also be affected by interventions by the applicable government(s) and regulators in the financial markets. This may adversely affect the performance of the China ETF, and may in turn adversely affect the performance of our Hang Seng Basket PUCD PCP ELIs;
- (c) there are risks and uncertainties associated with the current mainland Chinese tax laws applicable to China ETFs investing in the mainland China through the QFI regimes and/or China Connect. Although China ETFs may have made a tax provision in respect of potential tax liability, such tax provision may be excessive or inadequate. Any shortfall between such tax provision and the actual tax liabilities may be covered by the assets of the China ETFs and may therefore adversely affect the performance of the China ETF and the potential payout of our Hang Seng Basket PUCD PCP ELIs; and
- (d) trading of securities invested by a China ETF under the China Connect will be subject to a daily quota which is utilised on a first-come-first-serve basis under the China Connect. In the event that the daily quota under the China Connect is reached, the manager may need to suspend creation of further shares or units of the China ETF, and therefore may affect liquidity in share or unit trading of the China ETF. In such event, the trading price of a share or unit of the China ETF is likely to be at a significant premium to its net asset value, and may be highly volatile. The People’s Bank of China and the State Administration of Foreign Exchange have published the detailed implementation rules removing the investment quota allocated to such China ETF under the QFI regimes with effect from 6 June 2020.

Although the shares or units of a China ETF are listed on The Stock Exchange of Hong Kong Limited (“**Hong Kong Stock Exchange**”), there is no guarantee that an active trading market for such shares or units will sustain or, if an active market does develop, liquidity of that market can be sustained. Also, the price and trading volume of the shares or units of China ETFs may be highly volatile subject to the market sentiment, and may be more volatile than would generally be expected for exchange traded funds with a longer trading history.

The above risks may have a significant adverse impact on the performance of the shares or units of such China ETF and the performance or market value of our Hang Seng Basket PUCD PCP ELIs, in which case you may sustain a loss in your investment.

Please read the offering documents of the relevant China ETF to understand its key features and risks.

- **Risk factors specific to Hang Seng Basket PUCD PCP ELIs linked to a real estate investment trust**

Where a linked stock is a unit in a fund which is a real estate investment trust, you should note that the investment objective of real estate investment trust is to invest in a real estate portfolio. Each real estate investment trust is exposed to risks relating to investments in real estate, including but not limited to (a) adverse changes in political or economic conditions; (b) changes in interest rates and the availability of debt or equity financing, which may result in an inability by the real estate investment trust to maintain or improve the real estate portfolio and finance future acquisitions; (c) changes in environmental, zoning and other governmental rules; (d) changes in market rents; (e) any required repair and maintenance of the portfolio properties; (f) breach of any property laws or regulations; (g) the illiquidity of real estate investment; (h) real estate taxes; (i) any hidden interests in the portfolio properties; (j) any increase in insurance premiums and (k) any uninsurable losses.

There may also be disparity between the market price of the units of a real estate investment trust and the net asset value per unit. This is because the market price of the units of a real estate investment trust also depends on many factors, including but not limited to (a) the market value and perceived prospects of the real estate portfolio; (b) changes in economic or market conditions; (c) changes in market valuations of similar companies; (d) changes in interest rates; (e) the perceived attractiveness of the units of the real estate investment trust against those of other equity securities; (f) the future size and liquidity of the market for the units and the real estate investment trust market generally; (g) any future changes to the regulatory system, including the tax system and (h) the ability of the real estate investment trust to implement its investment and growth strategies and to retain its key personnel. Such risks may have a negative impact on the performance of the linked stock and therefore the potential gain or loss of our Hang Seng Basket PUCD PCP ELIs. In addition, changes in the market price of units of the real estate investment trust or its real estate portfolio may not lead to a corresponding change (if any) in the market value of our Hang Seng Basket PUCD PCP ELIs of the same magnitude or even any increase or decrease at all.

Please read the offering documents of the relevant real estate investment trust to understand its key features and risks.

- **Risk factors specific to Hang Seng Basket PUCD PCP ELIs linked to a linked stock adopting the multiple counter model**

Where the issuer of a linked stock adopts the multiple counter model for trading its shares or units on the Hong Kong Stock Exchange in HKD and one or more foreign currencies (such as RMB and/or USD) (each a “**Foreign Currency**”) separately, you need to consider the following additional risks in light of the novelty and relatively untested nature of the Hong Kong Stock Exchange’s multiple counter model:

- our Hang Seng Basket PUCD PCP ELIs relate to either the HKD-traded or Foreign Currency-traded shares or units only. If the relevant linked stock is the shares or units traded in one currency counter, movements in the trading prices of the shares or units traded in another currency counter should not directly affect the performance or market value of our Hang Seng Basket PUCD PCP ELIs;
- if there is a suspension of inter-counter transfer of such shares or units between different currency counters for any reason, such shares or units will only be able to be traded in the relevant currency counter on the Hong Kong Stock Exchange, which may affect the demand and supply of the linked stock and have adverse effect on the performance or market value of our Hang Seng Basket PUCD PCP ELIs; and
- the trading price on the Hong Kong Stock Exchange of shares or units traded in one currency counter may deviate significantly from the trading price on the Hong Kong Stock Exchange of shares or units traded in another currency counter due to different factors, such as market liquidity, foreign exchange conversion risk, supply and demand in each counter and exchange rate fluctuation. Changes in the trading price of the linked stock in the relevant currency counter (as the case may be) may adversely affect the performance or market value of our Hang Seng Basket PUCD PCP ELIs.

Please read the offering documents of the relevant shares of a company or shares or units of a fund which are traded through the multiple counter model to understand its key features and risks.

- **Conflicts of interest**

You should note that conflicts of interest may arise from the different roles played by us and our subsidiaries and affiliates in connection with our Hang Seng Basket PUCD PCP ELIs and our economic interests in each role may be adverse to your interests in our Hang Seng Basket PUCD PCP ELIs. We have policies and procedures to minimise and manage such conflicts and we have regulatorily required information barriers between our different divisions or units to comply with applicable laws and regulations, and, in any case, all such transactions or dealings in relation to our Hang Seng Basket PUCD PCP ELIs will be transacted at arm's length. Hang Seng Bank Limited acts as the calculation agent for a series of Hang Seng Basket PUCD PCP ELIs. The calculation agent is a separate role of Hang Seng Bank Limited, and Hang Seng Bank Limited as the calculation agent will act in good faith and in a commercially reasonable manner.

- **The potential gain or loss is affected by charges**

The total potential gain on our Hang Seng Basket PUCD PCP ELIs will be reduced or the total potential loss on our Hang Seng Basket PUCD PCP ELIs will be increased by any handling fee you have to pay your distributor and/or the issuer when you make your application or request under the post-sale cooling off arrangement or when your limit sell back order under the market making arrangement is executed and any fees to open and maintain your securities or investment account. Please contact your distributor for more information about the amount of the relevant charges payable.

- **Terms may only be determined after you are committed to purchase our Hang Seng Basket PUCD PCP ELIs**

You should note that with respect to each linked stock in the basket, the initial stock price may be (i) the official closing price of such linked stock on the Hong Kong Stock Exchange on the start date, or (ii) the market spot price of such linked stock as agreed between the Issuer and you on the start date. For the avoidance of doubt, it is possible that the initial stock price(s) of certain linked stock(s) in the basket will be determined by using method (i) while the initial stock price(s) of other linked stock(s) in the basket will be determined by using method (ii).

With respect to any linked stock(s) in the basket using method (i) in determining the initial stock price(s), the initial stock price(s) of such linked stock(s) will only be recorded after you are committed to purchase our Hang Seng Basket PUCD PCP ELIs. In the case that the initial stock price of any such linked stock(s) cannot be recorded on the start date due to the occurrence of a market disruption event, the issue price held by the distributor will be released in full to you on the start date and the relevant series of Hang Seng Basket PUCD PCP ELIs will not be issued.

- **English version of the terms and conditions may prevail over the Chinese version**

If our Hang Seng Basket PUCD PCP ELIs are held through international securities clearing systems, the terms and conditions of our Hang Seng Basket PUCD PCP ELIs are issued in English only for the purposes of lodgement with the relevant clearing systems, and shall prevail over the Chinese version of the terms and conditions contained in the Chinese version of this product booklet in the event of inconsistency. If you do not understand the English version, you should obtain independent professional advice.

- **Exposure to risk from the start date**

There is a time gap of 1 to 10 business days (for our Hang Seng Basket PUCD PCP ELIs with an investment period equal to or less than 1 year) or 6 to 10 business days (for our Hang Seng Basket PUCD PCP ELIs with an investment period over 1 year) between the start date and the issue date of our Hang Seng Basket PUCD PCP ELIs. **You will be exposed to the risks associated with our Hang Seng Basket PUCD PCP ELIs starting from the start date.**

- **Exchange rate risks**

A series of our Hang Seng Basket PUCD PCP ELIs may be issued in a currency other than your home currency. If you convert payments made on our Hang Seng Basket PUCD PCP ELIs back to your home currency, the amount you receive will be determined by reference to the exchange rate between the settlement currency and your home currency. Fluctuation of the exchange rate may therefore adversely affect the potential payout of our Hang Seng Basket PUCD PCP ELIs.

- **Other risk factors specific to RMB-denominated Hang Seng Basket PUCD PCP ELIs and/or RMB-traded linked stock**

Where the settlement currency and/or the underlying currency of a linked stock is/are RMB, you should note the following additional risks:

(i) *Offshore RMB exchange rate risks*

While both onshore Renminbi (i.e. Renminbi traded in the mainland China) (“**onshore RMB**”) and offshore Renminbi (i.e. Renminbi traded outside the mainland China) (“**offshore RMB**”) are the same currency, they are traded in different and separate markets operating under different regulations and independent liquidity pool. Onshore RMB and offshore RMB are currently traded in different markets with different exchange rates, whereby their exchange rate movements may not be in the same direction or magnitude. The offshore RMB exchange rate may deviate significantly from the onshore RMB exchange rate.

The offshore RMB exchange rate will be affected by, amongst other things, the PRC central government’s foreign exchange control, which may adversely affect your potential return under our Hang Seng Basket PUCD PCP ELIs when you convert RMB into such other currency, or vice versa.

Non RMB-based investors may have to convert their home currency into RMB when investing in RMB-denominated Hang Seng Basket PUCD PCP ELIs. Such investors may also have to convert payments made on such Hang Seng Basket PUCD PCP ELIs back to their home currency. During these processes, such investors will incur currency conversion costs and be exposed to risk of fluctuation in the offshore RMB exchange rate against their home currency.

Please note that like other foreign currencies, the offshore RMB exchange rate may rise or fall. There is no guarantee that RMB will not depreciate. Our Hang Seng Basket PUCD PCP ELIs denominated in RMB shall not be used as an investment for speculating in the appreciation of RMB.

(ii) *Limited pool of RMB outside mainland China*

RMB is subject to foreign exchange control and restrictions by the PRC central government.

There may be additional rules, regulations and restrictions under contemplation or to be issued by the relevant Hong Kong or PRC authorities that may be relevant to your investment in such Hang Seng Basket PUCD PCP ELIs. You should check with your distributor for updates and details.

There is currently a limited pool of RMB outside mainland China. Should the PRC central government tighten its foreign exchange control over the cross border movements between onshore RMB and offshore RMB, the liquidity in RMB is likely to be adversely affected. Such limitation on liquidity in RMB may increase our unwind cost on any hedging arrangements relating to the Hang Seng Basket PUCD PCP ELIs denominated in RMB or Hang Seng Basket PUCD PCP ELIs linked to RMB-traded linked stock which in turn may adversely affect the market value of such Hang Seng Basket PUCD PCP ELIs.

(iii) Payment postponement for RMB disruption event

In the case where the settlement currency is RMB, upon the occurrence of an RMB disruption event (i.e. an event that, in the determination of the calculation agent in its sole and absolute discretion acting in good faith and a commercially reasonable manner, makes it impossible for us (a) to obtain a firm quote of a price quoted in USD against RMB in respect of any amount due and payable in RMB under the Hang Seng Basket PUCD PCP ELIs in the RMB exchange market in Hong Kong (except due to issues relating to our creditworthiness), (b) to convert any amount due and payable in RMB under the Hang Seng Basket PUCD PCP ELIs in the RMB exchange market in Hong Kong (except due to issues relating to our creditworthiness) and/or (c) to transfer RMB between accounts inside Hong Kong) on a scheduled date of payment, payment of the settlement at maturity and/or the early termination amount in cash may be postponed up to the third business day after 10 business days following such original scheduled date of payment. If the RMB disruption event continues to exist for 10 business days after such original scheduled date of payment, we will make such payment in a HKD equivalent amount by using the offshore RMB exchange rate against HKD as of such tenth business day as determined by the calculation agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner. Please refer to “What happens if an RMB disruption event occurs on a scheduled date of payment?” on page 28 of this product booklet for further details.

The occurrence of an RMB disruption event could delay a payment to you under the Hang Seng Basket PUCD PCP ELIs. We will not pay any extra amount (such as interest) for any delay in making such payment. You may suffer potential loss in interest which could otherwise be earned through placing the relevant amount in a bank deposit had there not been a delay in making such payment. In addition, if such payment is made in a HKD equivalent amount, you will also be exposed to the risk of fluctuation in the offshore RMB exchange rate against HKD. If offshore RMB depreciates significantly against HKD following the occurrence of an RMB disruption event, you will suffer a loss in HKD terms as the HKD equivalent amount paid to you will be substantially less than the value of the relevant amount payable in RMB on the original payment date in HKD terms (calculated based on the offshore RMB exchange rate against HKD prior to the occurrence of the RMB disruption event).

(iv) RMB interest rate risk

The interest rate for offshore RMB may be different from the interest rate for onshore RMB. The interest rate for offshore RMB and the interest rate for onshore RMB are currently traded in different markets with different rates, whereby their movements may not be in the same direction or magnitude. The interest rate for offshore RMB may deviate significantly from the interest rate for onshore RMB. Interest rates for onshore RMB are controlled by the PRC central government. The PRC central government has gradually liberalised the regulations of interest rates in recent years. In the case where there would be any further liberalisation of the interest rate for onshore RMB, such further liberalisation may affect the interest rate for offshore RMB. The market value of our Hang Seng Basket PUCD PCP ELIs denominated in RMB may be adversely affected by the fluctuations in the interest rate for offshore RMB.

WHAT ARE HANG SENG BASKET PUCD PCP ELIS?

- Our Hang Seng Basket PUCD PCP ELIs are equity-linked structured products which have a series of embedded options including embedded conditional put and call options over a basket of linked stocks (being shares in companies and/or shares or units of funds listed on the Hong Kong Stock Exchange and traded in HKD, RMB, USD or such other currencies as the underlying currency). Each series of our Hang Seng Basket PUCD PCP ELIs shall have a maximum of ten and a minimum of two linked stocks in the basket. Not all listed stocks or funds can be used as a linked stock; you should ask your distributor what linked stocks are available. The basket may comprise a mixture of linked stocks traded in different currencies.
- Settlement at maturity will be determined based on the closing price of the worst performing stock in the basket on the final fixing date. The linked stock with the lowest stock performance on the relevant scheduled trading day will be the worst performing stock for that scheduled trading day. The worst performing stock on each scheduled trading day can be different. The stock performance for each linked stock in the basket on a scheduled trading day will be calculated using the following formula:

$$\text{Stock performance of a linked stock} = \frac{\text{Closing price of that linked stock on the relevant scheduled trading day}}{\text{Initial stock price of that linked stock}} \times 100\%$$

(rounded to the nearest 0.01, with 0.005 or above being rounded upwards)

If more than one linked stock has the same lowest stock performance among all the linked stocks in the basket on a scheduled trading day, we will, in our sole and absolute discretion acting in good faith and in a commercially reasonable manner, decide which linked stock shall be the worst performing stock for that scheduled trading day.

Settlement At Maturity

(a) Potential Upside Cash Distribution Amount

You will receive 100% of the nominal value and the potential upside cash distribution amount on the maturity date if the final stock price of the worst performing stock as of the final fixing date is equal to or above its initial stock price. We will calculate such potential upside cash distribution amount according to the following formula (rounded to the nearest 0.01, with 0.005 or above being rounded upwards, save in the case of JPY, rounded to the nearest whole JPY, with 0.5 or above being rounded upwards):

Nominal value x cash distribution rate
--

Where:

<p>Cash distribution rate is the higher of:</p> <p>(i) the base cash distribution rate (which will always be above zero) as specified in the relevant term sheet; and</p> <p>(ii) the rate calculated in accordance with the following formula:</p> $\left(\frac{\text{Final stock price of the worst performing stock as of the final fixing date}}{\text{Initial stock price of the worst performing stock as of the final fixing date}} - 1 \right) \times 100\%$

You should note that it is possible that you will not receive any potential upside cash distribution amount on the maturity date if the final stock price of the worst performing stock as of the final fixing date is below its initial stock price.

(b) Minimum Redemption Amount

You will receive the minimum redemption amount on the maturity date if the final stock price of the worst performing stock as of the final fixing date is lower than its initial stock price. We will calculate such minimum redemption amount according to the following formula:

$$\text{Nominal value} \times \text{minimum redemption level}$$

(rounded down to the nearest 0.01, save in the case of JPY, rounded down to the nearest whole JPY)

Where:

Minimum redemption level is the higher of:

- (i) the base redemption level as specified in the relevant term sheet (which will be set at percentage between 70% and 99.9%); and
- (ii) the percentage calculated in accordance with the following formula:

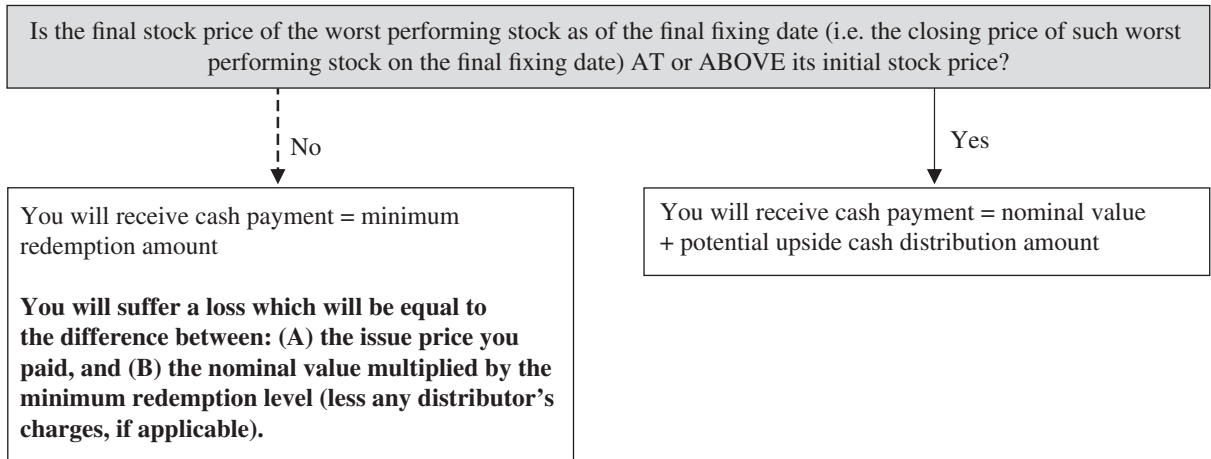
$$\left(\frac{\text{Final stock price of the worst performing stock as of the final fixing date}}{\text{Initial stock price of the worst performing stock as of the final fixing date}} \right) \times 100\%$$

You should note that you will suffer a loss which will be equal to the difference between: (A) the issue price you paid, and (B) the nominal value multiplied by the minimum redemption level (less any distributor’s charges, if applicable).

(c) Flowchart Illustration of Settlement At Maturity

The flowcharts below illustrate the settlement at maturity:

Hang Seng Basket PUCD PCP ELIs



Glossary

A. Subscription of our Hang Seng Basket PUCD PCP ELIs

Issue price The issue price is the price that investors pay to purchase our Hang Seng Basket PUCD PCP ELIs on the issue date. The issue price for each Hang Seng Basket PUCD PCP ELIs will be expressed as a percentage of the nominal value (see explanation below) and is calculated using this formula:

$$\frac{\text{the issue price}}{\text{percentage specified in the relevant term sheet}} \times \text{nominal value}$$

(rounded to the nearest 0.01, with 0.005 or above being rounded upwards, save in the case of JPY, rounded to the nearest whole JPY, with 0.5 or above being rounded upwards)

The issue price would be affected by various factors, including but not limited to the prevailing market condition, the initial stock prices, the prevailing market price and price volatility of the linked stocks, the base cash distribution rate, the base redemption level, our creditworthiness, investment period, commissions (if any), hedging costs and the cost of the underlying options transactions. The issue price that you need to pay will be specified in the relevant term sheet.

Subject to the operating procedures of your distributor, a cash amount equal to the issue price will be frozen in your account with your distributor from the time of your application.

Minimum investment amount For each series of our Hang Seng Basket PUCD PCP ELIs, the term sheet will specify the minimum investment amount that the investors are required to purchase. Different minimum investment amounts may apply for applications made through the internet banking or other channels.

Closing price With respect to each linked stock in the basket, the closing price is the price as at the official closing time of a scheduled trading day of one share or one unit (as the case may be) of such linked stock as traded on the Hong Kong Stock Exchange without regard to any subsequently published correction.

If the final fixing date is a disrupted day (as defined in condition 2(b) of the terms and conditions set out in Appendix A to this product booklet) in respect of a linked stock, being a scheduled trading day on which the Hong Kong Stock Exchange or any related exchange fails to open for trading during its regular trading session or on which a market disruption event occurs, the closing price shall be determined on the first succeeding scheduled trading day which is not a disrupted day (such date, the “**Adjusted Final Fixing Date**”), unless each of the five scheduled trading days immediately following the original final fixing date is a disrupted day. In that case, (i) that fifth scheduled trading day shall be the Adjusted Final Fixing Date and (ii) the calculation agent shall determine in its good faith and in a commercially reasonable manner the closing price of such linked stock (based on factors including but not limited to the latest reported price and the prevailing market conditions) notwithstanding the fact that such day is a disrupted day and such price shall be treated as the closing price of such linked stock as of that fifth scheduled trading day.

Subject to the above, if the final fixing date of the other linked stocks in the basket is not a disrupted day in respect of those linked stocks, the closing prices of those linked stocks will be determined at the official closing time of the original final fixing date.

Nominal value	The nominal value of an ELI is used to calculate the issue price per ELI, any potential upside cash distribution amount, any minimum redemption amount or any settlement at maturity. The nominal value will be specified in the relevant term sheet.
Settlement currency	We may issue and settle our Hang Seng Basket PUCD PCP ELIs in RMB or any non-restricted and freely convertible currency such as HKD or USD as specified in the relevant term sheet. You will pay the issue price and receive any settlement at maturity in the same currency. Our Hang Seng Basket PUCD PCP ELIs will be issued and settled in the same currency.
Linked stocks	<p>Each series of Hang Seng Basket PUCD PCP ELIs is linked to a basket of linked stocks which may be shares in companies and/or shares or units (as applicable) in funds (being exchange traded fund(s) or real estate investment trust(s)) listed on the Hong Kong Stock Exchange and traded in the underlying currency being HKD, RMB, USD or such other currency as specified in the relevant term sheet (as the case may be). The relevant term sheet will identify the linked stocks in the basket.</p> <p>Each series of our Hang Seng Basket PUCD PCP ELIs shall only have the maximum number of ten and a minimum of two linked stocks in the basket. Not all listed stocks or funds can be used as linked stock for our Hang Seng Basket PUCD PCP ELIs. Please ask your distributor what linked stocks are available. The basket may comprise a mixture of linked stocks traded in different currencies.</p>
Underlying currency	The underlying currency is the currency in which a linked stock is traded on the Hong Kong Stock Exchange as specified in the relevant term sheet.
Initial stock price	<p>With respect to each linked stock in the basket, the initial stock price can be (i) the official closing price of such linked stock on the Hong Kong Stock Exchange on the start date, which will only be finalised after the market close on the start date; or (ii) the market spot price of the linked stock to be agreed between us and you (via your distributor) on the start date. For the avoidance of doubt, it is possible that the initial stock price(s) of certain linked stock(s) in the basket will be determined by using method (i) while the initial stock price(s) of other linked stock(s) in the basket will be determined by using method (ii).</p> <p>With respect to any linked stock(s) in the basket using method (i) in determining the initial stock price(s), if any initial stock price of such linked stock(s) cannot be recorded on the start date due to occurrence of a market disruption event, the issue price held by your distributor will be released in full to you on the start date and the relevant series of Hang Seng Basket PUCD PCP ELIs will not be issued.</p>

Investment period	The investment period is the period of time of the investment calculated from start date to maturity date (both dates inclusive) and it will be specified in the relevant term sheet.
Offer period	<p>The offer period is the period which our Hang Seng Basket PUCD PCP ELIs may be purchased from a distributor. The offer period for each series of our Hang Seng Basket PUCD PCP ELIs will be specified in the relevant term sheet. The offer period can be shortened or extended without prior notice.</p> <p>We reserve the right to cancel the offering of a series of our Hang Seng Basket PUCD PCP ELIs on or before the end of the offer period. Upon such cancellation, we will notify your distributor who will in turn notify you. Please contact your distributor for details on how and when your purchase monies will be refunded to you in such circumstances. Neither we nor your distributor will charge you any fee for such cancellation and refund.</p>
Start date	Start date is the last day of the offer period, on which the terms of our Hang Seng Basket PUCD PCP ELIs are fixed upon execution of your Hang Seng Basket PUCD PCP ELIs order. You will be exposed to the risks associated with our Hang Seng Basket PUCD PCP ELIs from the start date. The start date will be specified in the relevant term sheet. The initial stock prices of the linked stocks will be recorded on the start date or after the market close on the start date.
Issue date	Issue date is the date on which our Hang Seng Basket PUCD PCP ELIs are issued. The issue date is a day falling either 1 to 10 business days (for our Hang Seng Basket PUCD PCP ELIs with an investment period equal to or less than 1 year) or 6 to 10 business days (for our Hang Seng Basket PUCD PCP ELIs with an investment period over 1 year) after the start date and such date will be specified in the relevant term sheet.
Payment date	Payment date is the date on which payment for the issue price for our Hang Seng Basket PUCD PCP ELIs is deducted from the cash account that you hold with your distributor. Such date will be specified in the relevant term sheet. The issue date and the payment date are on the same date.
Calculation agent	The calculation agent for each series of our Hang Seng Basket PUCD PCP ELIs will be specified in the relevant term sheet. The calculation agent will be responsible for the calculation of any rates and amount and making certain other determinations and adjustments in relation to our Hang Seng Basket PUCD PCP ELIs in accordance with the terms and conditions.

B. Settlement At Maturity

Final fixing date	If the Hang Seng Basket PUCD PCP ELIs is not early terminated, in respect of each linked stock in the basket, final fixing date is the date when the final stock price of such linked stock is determined and the settlement at maturity is determined. The date will be specified in the relevant term sheet, and if such date is not a scheduled trading day, the final fixing date shall be the following scheduled trading day unless such day is a disrupted day.
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If the final fixing date is a disrupted day, in respect of a linked stock, the final stock price for such linked stock in respect of the final fixing date shall be determined on the Adjusted Final Fixing Date as described further in “Closing price” above.

Subject to the above, if the final fixing date of other linked stocks in the basket is not a disrupted day, the closing prices of those linked stocks will be determined at the official closing time of the original final fixing date.

Final stock price

With respect to each linked stock in the basket, the final stock price is the official closing price of such linked stock on the Hong Kong Stock Exchange on the final fixing date.

If the final stock price of any linked stock cannot be determined due to the reason that the final fixing date is a disrupted day, such final stock price will be determined on the Adjusted Final Fixing Date as described further in “Closing price” above. For other linked stocks the final fixing date of which is not a disrupted day, the final stock prices of those linked stocks will be determined on the original final fixing date.

Potential upside cash distribution amount

If the final stock price of the worst performing stock as of the final fixing date is equal to or above its initial stock price, potential upside cash distribution amount will be paid on the maturity date according to the following formula:

$$\text{nominal value} \times \text{cash distribution rate}$$

(rounded to the nearest 0.01, with 0.005 or above being rounded upwards, save in the case of JPY, rounded to the nearest whole JPY, with 0.5 or above being rounded upwards)

Cash distribution rate

The higher of:

- (i) the base cash distribution rate as specified in the relevant term sheet; and
- (ii) the rate calculated in accordance with the following formula (calculated to 4 decimal places, 0.00005 being rounded upwards):

$$\left(\frac{\text{Final stock price of the worst performing stock as of the final fixing date}}{\text{Initial stock price of the worst performing stock as of the final fixing date}} - 1 \right) \times 100\%$$

Minimum redemption amount

If the final stock price of the worst performing stock as of the final fixing date is below its initial stock price, the minimum redemption amount will be paid on the maturity date according to the following formula:

$$\text{nominal value} \times \text{minimum redemption level}$$

(rounded down to the nearest 0.01, save in the case of JPY, rounded down to the nearest whole JPY)

Minimum redemption level

The higher of:

- (i) the base redemption level as specified in the relevant term sheet (which will be set at percentage between 70% and 99.9%); and
- (ii) the percentage calculated in accordance with the following formula:

$$\left(\frac{\text{Final stock price of the worst performing stock as of the final fixing date}}{\text{Initial stock price of the worst performing stock as of the final fixing date}} \right) \times 100\%$$

(calculated to 4 decimal places, with 0.00005 being rounded upwards)

Settlement at maturity

If a series of our Hang Seng Basket PUCD PCP ELIs is not terminated early, in respect of each Hang Seng Basket PUCD PCP ELIs, you will receive on the maturity date, either:

- a) if the final stock price of the worst performing stock as of the final fixing date is at or above its initial stock price, a cash amount calculated using the formula set out below (rounded to the nearest 0.01, with 0.005 or above being rounded upwards, save in the case of JPY, rounded to the nearest whole JPY, with 0.5 or above being rounded upwards):

$$\text{nominal value} + \text{potential upside cash distribution amount}$$

or

- b) if the final stock price of the worst performing stock as of the final fixing date is below its initial stock price, the minimum redemption amount.

Maturity date

The maturity date is three business days after the final fixing date and it will be specified in the relevant term sheet. It is the date when the investors will receive the settlement at maturity under our Hang Seng Basket PUCD PCP ELIs. Postponement to the final fixing date will result in the postponement to the maturity date.

If our Hang Seng Basket PUCD PCP ELIs are denominated in RMB, payments under such Hang Seng Basket PUCD PCP ELIs will be postponed and may be made in a HKD equivalent amount if an RMB disruption event occurs on a scheduled date of payment. Please see “What happens if an RMB disruption event occurs on a scheduled date of payment?” below for details.

Scheduled trading day

A day on which the Hong Kong Stock Exchange and each related exchange are scheduled to be open for trading.

When will the terms and conditions of the Hang Seng Basket PUCD PCP ELIs be adjusted? When will a linked stock be substituted?

The terms and conditions of our Hang Seng Basket PUCD PCP ELIs will be adjusted following the occurrence of a potential adjustment event in respect of any linked stock which the calculation agent determines in good faith and a commercially reasonable manner has a diluting or concentrative effect on the theoretical value of such linked stock, or a merger event or tender offer in respect of any linked stock on or after the start date but on or before the final fixing date. In such situations, the calculation agent will notify the SFC and the distributors as soon as practicable after the occurrence of such event, and your distributor will then notify you. The calculation agent will, in its sole and absolute discretion and acting in good faith and in a commercially reasonable manner, make adjustment on the settlement, payment or any other terms of our Hang Seng Basket PUCD PCP ELIs as it determines appropriate to account for the occurrence of such events in order to preserve the economic equivalence of our Hang Seng Basket PUCD PCP ELIs (such adjustment will include, where the relevant company has merged with another entity, deeming the shares of the surviving entity in the merger to be the new linked stock). The calculation agent will determine in its sole and absolute discretion (acting in good faith and in a commercially reasonable manner) the effective date of such adjustment. In determining the effective date of such adjustment, the calculation agent shall observe and use, to the extent reasonably practicable, any such ex-date or other relevant date as provided by the Hong Kong Stock Exchange or any other related exchange as the effective date of such adjustment.

In determining such adjustment:

- (i) if options contracts or futures contracts of the relevant linked stock are traded on the Hong Kong Stock Exchange or any other related exchange, the calculation agent will follow any adjustment to the terms of the relevant options contract or futures contract made and announced by the Hong Kong Stock Exchange or such other exchange, unless following such adjustment is not able to preserve the economic equivalence of our Hang Seng Basket PUCD PCP ELIs. In such case, the calculation agent will determine the aforesaid adjustment in its sole and absolute discretion acting in good faith and in a commercially reasonable manner so as to preserve the economic equivalence of our Hang Seng Basket PUCD PCP ELIs; or
- (ii) if there are no options contracts or futures contracts of the relevant linked stock traded on the Hong Kong Stock Exchange or any other related exchange, the calculation agent will take into account and (where, and to the extent, applicable) follow the relevant rules as set out in the Operational Trading Procedures for Options Trading Exchange Participants of the Stock Exchange so as to preserve the economic equivalence of our Hang Seng Basket PUCD PCP ELIs.

Upon an occurrence of (i) a merger event or tender offer in respect of any linked stock on or after the start date but on or before the final fixing date and the calculation agent determines in good faith and a commercially reasonable manner that the foregoing adjustment is unable to preserve the economic equivalence of our Hang Seng Basket PUCD PCP ELIs, or (ii) certain termination events in respect of any linked stock as set out in condition 6 in Appendix A on or after the start date but on or before the final fixing date, such as nationalisation, insolvency, delisting, hedging disruption, additional disruption event and fund disruption event, the calculation agent may, in its sole and absolute discretion and acting in good faith and in a commercially reasonable manner, substitute the affected linked stock in the basket with a new stock and make any further adjustment to the terms and conditions for that series of Hang Seng Basket PUCD PCP ELIs to account for the occurrence of the relevant events. If the calculation agent decides to choose a new stock to substitute the affected linked stock, the substitute stock will be, in the sole and absolute discretion of the calculation agent acting in good faith and in a commercially reasonable manner, in a similar industry as the affected linked stock (where the affected linked stock is a share) or have similar investment objectives as the affected linked stock (where the affected linked stock is a unit), and have a similar market capitalization and volatility and listed on the same exchange as the affected linked stock.

Notice of any adjustment and/or substitution and the date from which such adjustment and/or substitution is effective will be given by the calculation agent as soon as practicable. Your distributor will then notify you and you may check with the distributor for more information about such adjustment and/or substitution. You should refer to condition 6 in Appendix A to this product booklet for details.

Are there any situations where our Hang Seng Basket PUCD PCP ELIs may be terminated before maturity?

Upon an occurrence on or after the start date but on or before the final fixing date of (i) a merger event or a tender offer (each as further described in condition 6 in Appendix A to this product booklet) in respect of any linked stock whereby the calculation agent determines in its sole and absolute discretion and acting in good faith and in a commercially reasonable manner that any adjustment to the terms and conditions of our Hang Seng Basket PUCD PCP ELIs is unable to preserve the economic equivalence of our Hang Seng Basket PUCD PCP ELIs and the calculation agent is unable to substitute the affected linked stock with a new stock; or (ii) certain termination events as set out in condition 6 in Appendix A to this product booklet, such as nationalisation, insolvency, delisting, hedging disruption, additional disruption event and fund disruption event, whereby the calculation agent is unable to substitute the affected linked stock with a new stock, our Hang Seng Basket PUCD PCP ELIs will be terminated prior to the maturity date at the early termination amount as determined by the calculation agent (in its sole and absolute discretion acting in good faith and in a commercially reasonable manner) to be the fair market value of our Hang Seng Basket PUCD PCP ELIs in the circumstances. The calculation agent will be responsible for the calculation of the early termination amount, for the purpose of which, it will take into account factors such as the prevailing market conditions including (without limitation) the value of the relevant embedded derivatives, market interest rate movements, price volatility and dividend yield of the linked stocks, the remaining investment period of our Hang Seng Basket PUCD PCP ELIs, our creditworthiness and our unwind cost on any hedging arrangements relating to the Hang Seng Basket PUCD PCP ELIs (such as, but not limited to, any market bid/offer spread and any ancillary cost in relation to such unwinding), all as determined by the calculation agent acting in good faith and in a commercially reasonable manner. Such costs could be substantial and could result in zero return or even a loss in the capital that you have invested in our Hang Seng Basket PUCD PCP ELIs. If our Hang Seng Basket PUCD PCP ELIs are early terminated, your distributor will so notify you by notice as soon as practicable after the early termination is determined but no later than the second business day after the effective date of such early termination and specify in the notice the occurrence of the relevant event and the early termination date and briefly explain in the notice how the early termination amount is determined. You will receive the early termination amount no later than the third business day after the effective date of such early termination.

Can the dates referred to above be subject to adjustments?

The final fixing date could be postponed (as determined by the calculation agent) (i) if the relevant date is not a day on which the Hong Kong Stock Exchange and each related exchange are scheduled to be open for trading or (ii) if the relevant date is a disrupted day, being a scheduled trading day on which the Hong Kong Stock Exchange or any related exchange fails to open for trading during its regular trading session on the relevant date, or on which a market disruption event occurs. See “Closing price” under the glossary section on pages 21 to 22 of this product booklet and condition 2(b) of the terms and conditions set out in Appendix A to this product booklet for more details about these possible postponements and situations where the calculation agent may need to determine in good faith and a commercially reasonable manner the closing price of the linked stock(s) affected by such postponement. Such postponement will in turn result in a postponement to the maturity date and no compensation will be made by us for the postponement. If the final fixing date is postponed and as a result of which the maturity date is postponed, we will issue notice on or before the original maturity date to your distributor who will in turn forward to you specifying such postponement. For the avoidance of doubt, we will postpone these dates (including the start date, issue date and payment date) if the offer period of a series is extended, but we will not reschedule these dates if the offer period of a series is closed early.

What happens if an RMB disruption event occurs on a scheduled date of payment?

In the case where the settlement currency is RMB, upon the occurrence of an RMB disruption event (i.e. an event that, in the determination of the calculation agent in its sole and absolute discretion acting in good faith and a commercially reasonable manner, makes it impossible for us (a) to obtain a firm quote of a price quoted in USD against RMB in respect of any amount due and payable in RMB under the Hang Seng Basket PUCD PCP ELIs in the RMB exchange market in Hong Kong (except due to issues relating to our creditworthiness), (b) to convert any amount due and payable in RMB under the Hang Seng Basket PUCD PCP ELIs in the RMB exchange market in Hong Kong (except due to issues relating to our creditworthiness) and/or (c) to transfer RMB between accounts inside Hong Kong) as provided in condition 2(b) of the terms and conditions as set out in Appendix A to this product booklet on a scheduled date of payment (being the maturity date, the date on which you receive the early termination amount or the date on which you receive the cash proceeds from selling back the Hang Seng Basket PUCD PCP ELIs under the market making arrangements), such payment may be postponed to the third business day after the date on which the RMB disruption event ceases to exist, unless the RMB disruption event continues to exist for ten business days after such original scheduled date of payment. We will issue notices on such original scheduled date of payment to your distributor who will in turn forward to you specifying that such payment will be postponed.

If the RMB disruption event continues to exist for ten business days after such original scheduled date of payment, in that case, payment will be made in an amount in HKD determined by the calculation agent acting in good faith and in a commercially reasonable manner by converting the original amount payable in RMB into HKD using the offshore RMB exchange rate against HKD as of such tenth business day based on (i) the foreign exchange rate of HKD per one USD as at 16:00 (Hong Kong time) on such tenth business day as displayed on Reuters page <HKD=> divided by (ii) the offshore foreign exchange rate of RMB per one USD as at 16:00 (Hong Kong time) on such tenth business day as displayed on Reuters page <CNH=> (or if such rate is not available, the exchange rate as determined by the calculation agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner). Your distributor will notify you by notice as soon as practicable after such HKD equivalent amount is determined but no later than the second business day after such tenth business day. You will receive such HKD equivalent amount no later than the third business day after such tenth business day.

MORE INFORMATION ABOUT OUR HANG SENG BASKET PUCD PCP ELIS

How can you buy the Hang Seng Basket PUCD PCP ELIs?

You cannot purchase our Hang Seng Basket PUCD PCP ELIs directly from us (in our capacity as the Issuer). If you wish to purchase any of our Hang Seng Basket PUCD PCP ELIs, you must contact one of the distributors specified in the relevant term sheet during the offer period for that series. Your distributor will apply for the relevant series of Hang Seng Basket PUCD PCP ELIs from us (as the Issuer) directly on your behalf. If Hang Seng is specified as one of or the sole distributor for that series, you can purchase our Hang Seng Basket PUCD PCP ELIs from us as the distributor as explained below. The names and contact details of the distributors are specified in the relevant term sheet.

When you purchase our Hang Seng Basket PUCD PCP ELIs, you will need to complete an order form provided by your distributors. Once you place your Hang Seng Basket PUCD PCP ELIs order, you are committed to purchase our Hang Seng Basket PUCD PCP ELIs unless

- (i) a post-sale cooling-off period applies to our Hang Seng Basket PUCD PCP ELIs and you exercise such right to cancel or unwind your order (see “post-sale cooling-off period” below); or
- (ii) where an updated financial disclosure document and/or an addendum to the information memorandum, the financial disclosure document and/or this product booklet is published during the offer period after you have placed your order, you exercise your right to cancel your order within the specified period of time as notified by your distributor. In this case, you will not be required to pay any fees for such cancellation.

You should note that with respect to each linked stock in the basket, the initial stock price may be (i) the official closing price of such linked stock on the Hong Kong Stock Exchange on the start date, or (ii) the market spot price of such linked stock as agreed between us and you (via your distributor) on the start date. For the avoidance of doubt, it is possible that the initial stock price(s) of certain linked stock(s) in the basket will be determined by using method (i) while the initial stock price(s) of other linked stock(s) in the basket will be determined by using method (ii). In case (i) above, the initial stock price(s) of such linked stock(s) will only be recorded after you are committed to purchase our Hang Seng Basket PUCD PCP ELIs. Contract note with all these terms will be sent to you 2 business days after the start date.

Do you need an RMB cash account and a HKD cash account if you purchase our Hang Seng Basket PUCD PCP ELIs denominated in RMB?

If you wish to purchase our Hang Seng Basket PUCD PCP ELIs denominated in RMB, you must have, or open, an RMB cash account with your distributor (including the case where we also act as a distributor) for settling any RMB payment in respect of such Hang Seng Basket PUCD PCP ELIs from or to you.

You should be aware of the lead time required for opening the RMB cash account as the distributor may not be able to process your request immediately. You should check with your distributor for the account opening procedures as well as terms and conditions of the RMB cash account.

Different distributor could have different and/or additional restrictions. There may be additional rules, regulations and restrictions under contemplation or to be issued by the relevant Hong Kong or PRC authorities that may be relevant to your investment in such Hang Seng Basket PUCD PCP ELIs. You should check with your distributor for updates and details.

In addition, you must have, or open, a HKD cash account with your distributor as payments under such Hang Seng Basket PUCD PCP ELIs may be made in a HKD equivalent amount if an RMB disruption event occurs.

Post-sale cooling-off period

If you change your mind after you have placed an order for our Hang Seng Basket PUCD PCP ELIs and such Hang Seng Basket PUCD PCP ELIs have an investment period over 1 year, you can give a notice to your distributor within the period starting from the day you place the order to 5 business days after the end of the offer period. We will only accept cancellation or unwinding of your order in whole (but not in part). Please ask your distributor for details including how you can give such notice.

If your distributor receives your notice to cancel before any of the initial stock prices is recorded on the start date, the issue price of your whole order will not be deducted from your account on the payment date and no market value adjustment and/or issuer’s handling fee will be deducted from your account.

If your distributor receives your notice to unwind after any of the initial stock prices is recorded on the start date, the issue price of your whole order will be deducted from your account on the payment date and we will arrange for the distributor to return to you the issue price of your whole order less a market value adjustment and issuer's handling fee (as specified in the indicative term sheet) on the second business day after the payment date. The market value adjustment is calculated based on many factors, including (without limitation) the value of the relevant embedded derivatives, market interest rate movements, price volatility and dividend yield of the linked stocks, the initial stock prices of the linked stocks, the remaining investment period of our Hang Seng Basket PUCD PCP ELIs, our creditworthiness and our unwind cost on hedging (such as, but not limited to, any market bid/offer spread and any ancillary cost in relation to such unwinding). You should note that if you send a notice to your distributor after the end of the offer period, the amount that we will return to you is (i) not subject to any minimum redemption level, and (ii) capped at and may be substantially less than the issue price and, in that case, you will suffer a loss. For the avoidance of doubt, if the Hang Seng Basket PUCD PCP ELIs are denominated in RMB and the post-sale cooling-off period arrangement is applicable, such return to you will not be subject to an RMB disruption event.

In either case, the distributor's commission (if any) will not be deducted from the amount returned to you, but your distributor may charge you a handling fee. You should ask your distributor for details.

The above post-sale cooling-off period arrangement will not be applicable to our Hang Seng Basket PUCD PCP ELIs with an investment period of 1 year or less and the indicative term sheet will specify if the post-sale cooling-off period arrangement is applicable or not.

Market making arrangements

If you intend to purchase any Hang Seng Basket PUCD PCP ELIs you should be willing to hold such Hang Seng Basket PUCD PCP ELIs until maturity. The Hang Seng Basket PUCD PCP ELIs are not listed on any exchange. Hang Seng Bank Limited in its capacity as market agent will make a market for all of our Hang Seng Basket PUCD PCP ELIs on each exchange business day (as defined in condition 2(b) of the terms and conditions set out in Appendix A to this product booklet) from but excluding the issue date to and including the third exchange business day before the final fixing date (each a "**market making day**") subject to the provisions set out below. The market making arrangements are available to all our Hang Seng Basket PUCD PCP ELIs regardless of the length of the investment period. We may not be able to provide market making arrangements on a market making day if the relevant series of Hang Seng Basket PUCD PCP ELIs are affected by market disruption events (as defined in condition 2(b) of the terms and conditions set out in Appendix A to this product booklet) (for example, the suspension of trading in the relevant linked stocks).

On each market making day, the market agent will (i) make available to you (via your distributor) indicative bid prices (on a per Hang Seng Basket PUCD PCP ELIs basis) during normal business hours; and (ii) provide a firm bid price to you through your distributor if you request for such price from your distributor on such market making day specifying the amount of the Hang Seng Basket PUCD PCP ELIs that you intend to sell (such amount has to be equal to, or a multiple of, the minimum transfer amount being the nominal value) before 3:00 p.m. on that market making day.

The indicative bid prices are subject to changes due to the changing market condition within the market making day and will vary depending on many factors, including (without limitation), the value of the relevant embedded derivatives, market interest rate movements, price volatility and dividend yield of the linked stocks, the initial stock prices of the linked stocks, the remaining investment period of our Hang Seng Basket PUCD PCP ELIs, our creditworthiness and the unwind costs on hedging (such as, but not limited to, any market bid/offer spread and any ancillary cost in relation to such unwinding). The indicative bid prices are provided for your reference only as they may not be equal to the firm bid price at which you choose to sell the Hang Seng Basket PUCD PCP ELIs back to us before maturity.

If you agree to sell the Hang Seng Basket PUCD PCP ELIs at the quoted firm bid price, you can place a limit sell back order with your distributor with such price before 3:00 p.m. on that market making day. Please note that in order for your limit sell back order to be executed at the quoted firm bid price, you must place such order immediately upon the receipt of the quoted firm bid price without any delay. Otherwise, your limit sell back order will not be executed if the prevailing firm bid price of the Hang Seng Basket PUCD PCP ELIs falls below the quoted firm bid price. In such case, your distributor will notify you within a commercially reasonable period of time and follow-up action will be done by your distributor. You should contact your distributor for details in relation to such arrangement. If the

prevailing firm bid price of the Hang Seng Basket PUCD PCP ELIs goes above the quoted firm bid price and your limit sell back order is executed based on this higher prevailing firm bid price, such executed firm bid price will be given to you by your distributor. The firm bid price is based on the indicative bid price and is subject to changes due to the changing market condition within the market making day and the firm bid price may be equal to, higher or lower than the issue price of any series of Hang Seng Basket PUCD PCP ELIs, and you may as a result lose all or part of your investment in the Hang Seng Basket PUCD PCP ELIs. The executed firm bid price will be set out in the contract note which will be sent to you by your distributor within 2 business days after the relevant market making day. The cash received from selling back the Hang Seng Basket PUCD PCP ELIs will be credited to your account on the third business day after the relevant market making day. You can contact your distributor to enquire about the sell back order any time before you receive the contract note.

If our Hang Seng Basket PUCD PCP ELIs are denominated in RMB, payments under such Hang Seng Basket PUCD PCP ELIs will be postponed and may be made in a HKD equivalent amount if an RMB disruption event occurs. Please see “What happens if an RMB disruption event occurs on a scheduled date of payment?” on page 28 of this product booklet for details.

The firm bid prices for our Hang Seng Basket PUCD PCP ELIs will only be quoted by the market agent to your distributor or directly to you if the market agent itself is your distributor. Given the same prevailing market conditions and other relevant factors described in this section, all the prices quoted by the market agent to your distributor or directly to you will be the same.

The firm bid prices for our Hang Seng Basket PUCD PCP ELIs which will be quoted by a distributor to any person wishing to sell our Hang Seng Basket PUCD PCP ELIs may be different to the firm bid prices quoted by another distributor, as individual distributor may charge fees and deduct such fees from the firm bid prices. Furthermore, if you have purchased Hang Seng Basket PUCD PCP ELIs from a distributor but wish to sell back such Hang Seng Basket PUCD PCP ELIs to a different distributor, you may need to have, or open, an investment account with such other distributor, including the case where the distributor is the Issuer itself before you are able to do so.

On the monthly statement provided by your distributor in relation to our Hang Seng Basket PUCD PCP ELIs you hold, you will be provided with the market value of the relevant series of Hang Seng Basket PUCD PCP ELIs as at the date when the statement is issued. The market value is provided for your reference only. The evaluation of the market value is based on the same factors as the indicative bid price but the relevant costs (i.e. the unwind costs on hedging) have not been reflected on such market value so it may not be equal to the firm bid price at which you choose to sell the Hang Seng Basket PUCD PCP ELIs back to us before maturity.

If you would like to know the firm bid price of our Hang Seng Basket PUCD PCP ELIs from time to time and/or if you would like to sell any Hang Seng Basket PUCD PCP ELIs prior to their expiry, you should contact the distributors.

You should note that the firm bid price at which you can sell your Hang Seng Basket PUCD PCP ELIs may be substantially less than the issue price and is not subject to any minimum redemption level.

Who are the Hang Seng Basket PUCD PCP ELIs designed for?

- Our Hang Seng Basket PUCD PCP ELIs are only designed for investors who have experience in unlisted equity-linked structured products and take a stable or moderately bullish view of the linked stocks comprising the basket, and are looking for an opportunity to have potential cash distribution with reference to the performance of the worst performing stock on the final fixing date. They are not designed for inexperienced investors who (i) are not familiar with or have no knowledge in derivative instruments, (ii) do not want to take the credit risk of the Issuer, (iii) do not want to invest for the whole investment period of our Hang Seng Basket PUCD PCP ELIs, or (iv) do not want to take risk on any part of their capital.
- The investors must understand that it is possible that they may only receive the minimum redemption amount at maturity, in which case they will suffer a loss which will be equal to the difference between: (A) the issue price you paid, and (B) the nominal value multiplied by the minimum redemption level (less any distributor’s charges, if applicable).

FATCA Withholding Tax for Non-U.S. Investors

Under the United States legislation commonly known as the Foreign Account Tax Compliance Act (“**FATCA**”) and official guidance issued thereunder, we may be required to withhold moneys on account of U.S. federal tax on all, or a portion of:

- (a) any payments made in respect of the Hang Seng Basket PUCD PCP ELIs that constitute “dividend equivalents”¹ for U.S. federal income tax purposes (such payments, “**U.S. Source Payments**”) — under the applicable U.S. federal income tax rules, payments made under the Hang Seng Basket PUCD PCP ELIs that are linked to the value of, or dividends on, stock issued by an entity that is treated as a U.S. corporation (or by any other entity the dividends of which would be U.S. source), unless otherwise constitute “dividend equivalents”, will not be treated as U.S. Source Payments because the payments will be made by us, being a non-U.S. entity; or
- (b) any “foreign passthru payments” (regardless of whether such payments have any connection to a U.S. Source Payment) made after 31 December 2018 in respect of the Hang Seng Basket PUCD PCP ELIs, subject to the exceptions described below.

Subject to the discussion below regarding the withholding on gross proceeds under the Proposed Regulations (as defined below), FATCA withholding tax can affect both coupon or periodic payments and “gross proceeds” (including any payment of the settlement at maturity).

Based on the provisions of FATCA, current regulations under FATCA and other related official guidance issued by the U.S. Internal Revenue Service, payments made with respect to a Hang Seng Basket PUCD PCP ELIs that are not U.S. Source Payments will not be subject to FATCA withholding tax if such Hang Seng Basket PUCD PCP ELIs is issued on or before (and is not materially modified after) the Grandfather Date (as defined below). For these purposes, the “**Grandfather Date**” is the date that is six months after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register. As of the date of this Product Booklet, no final regulation defining the term “foreign passthru payment” has been filed with the U.S. Federal Register.

Recently issued proposed regulations (the “**Proposed Regulations**”) would eliminate FATCA withholding tax on “gross proceeds” and delay the withholding on “foreign passthru payments” until the date that is two years after the date of publication in the Federal Register of final regulations defining the term “foreign passthru payment” (the “**Delayed Withholding Effective Date**”). As of the date of this Product Booklet, no such final regulation has been published in the U.S. Federal Register. Taxpayers generally may rely on the Proposed Regulations until the final regulations are issued. There is no assurance, however, that the final regulations, once issued, will not reinstate this withholding obligation (or otherwise modify the Proposed Regulations), possibly with retroactive effect.

We will neither offer nor issue any Hang Seng Basket PUCD PCP ELIs providing for payments that are U.S. Source Payments. Additionally, any Hang Seng Basket PUCD PCP ELIs offered or issued by us either will be issued on or before (and will not be materially modified after) the Grandfather Date or will not provide for any payments on or after the Delayed Withholding Effective Date. Therefore, on the basis of the current regulations, the Proposed Regulations, official guidance and the above analysis, payments made with respect to the Hang Seng Basket PUCD PCP ELIs will not be subject to FATCA withholding tax.

The FATCA provisions are particularly complex, and their application is uncertain at this time. You should consult your own tax adviser as to the application of FATCA to the Hang Seng Basket PUCD PCP ELIs, including the possibility of meeting certain documentation requirements to be exempt from FATCA withholding tax.

¹ Under section 871(m) of the U.S. Internal Revenue Code of 1986, as amended, regulations promulgated thereunder and applicable administrative guidance, payments or deemed payments with respect to equity-linked instruments (“**ELIs**”) that are “specified ELIs” (as defined in the applicable U.S. Treasury regulations) may be treated as “dividend equivalents”, if such specified ELIs reference the value of one or more “underlying securities”, which generally mean any interest in an entity that is treated as a U.S. corporation for U.S. federal income tax purposes if that interest could give rise to a U.S. source dividend.

The above summary only applies to you if you are a non-U.S. investor. You are a non-U.S. investor unless you are: (1) an individual citizen or resident of the United States, (2) a corporation that is formed or organized under the laws of the United States, any state thereof or the District of Columbia, or any entity that is taxable as a corporation so formed or organized, (3) an estate that is subject to U.S. federal income taxation regardless of its source, or (4) a trust that is subject to the jurisdiction of a U.S. court and for which one or more “United States persons” (as defined in the U.S. Internal Revenue Code) control all of the substantial decisions, or has otherwise made an appropriate election under the U.S. Treasury regulations. If you are an investor treated as a partnership for U.S. federal income tax purposes, FATCA withholding tax may apply to you and your beneficial owners based on your and your beneficial owners’ activities and status and you should consult your own tax adviser regarding any FATCA withholding tax consideration arising from your investment in the Hang Seng Basket PUCD PCP ELIs.

Who will determine the settlement at maturity and adjustments (if any) to the terms and conditions?

We will act as the calculation agent for the relevant series of Hang Seng Basket PUCD PCP ELIs. The calculation agent will make determinations in connection with our Hang Seng Basket PUCD PCP ELIs. The calculation agent has sole and absolute discretion and acts in good faith and in a commercially reasonable manner in making certain determinations based on the prevailing market conditions under the legal documentation and any decision it makes is (save in the case of manifest error) final and binding on you and on us as the Issuer. The calculation agent may adjust certain terms and conditions (including the initial stock price) of our Hang Seng Basket PUCD PCP ELIs in certain circumstances. See “When will the terms and conditions of the Hang Seng Basket PUCD PCP ELIs be adjusted? When will a linked stock be substituted?” on page 26 of this product booklet for further details. The calculation agent is our agent: it owes no duties to you as an investor in our Hang Seng Basket PUCD PCP ELIs.

How will you know what the settlement at maturity will be?

We will notify the distributors as soon as the determination has been made. You will be notified by your distributor of such information on the maturity date.

Where can you find more information about us and the Hang Seng Basket PUCD PCP ELIs and where to obtain the offering documents of the Hang Seng Basket PUCD PCP ELIs?

Our Hang Seng Basket PUCD PCP ELIs are issued under the Programme, which is described in our information memorandum dated 9 August 2024. Please read and understand the information memorandum including any addendum as specified in the indicative term sheet, together with the financial disclosure document including any addendum as specified in the indicative term sheet, this product booklet including any addendum as specified in the indicative term sheet, and the indicative term sheet (together, the “**Offering Documents**”) carefully before you decide whether to buy our Hang Seng Basket PUCD PCP ELIs.

The information memorandum contains important information about the Programme, including information about:

- the general information about us;
- the general risks of buying the structured products issued under the Programme, including our Hang Seng Basket PUCD PCP ELIs;
- taxation issues in relation to our unlisted structured products in general; and
- the general procedure for buying our unlisted structured products through a distributor, how your distributor will hold your unlisted structured products and receive notices, shares or units (as the case may be) and payments from us on your behalf, and how you must rely on your distributor to forward such notices, shares or units (as the case may be) and payments to you.

The financial disclosure document contains:

- the latest public financial information about us, including the audited consolidated financial statements and unaudited condensed consolidated financial statements (if any).

This product booklet contains:

- the key facts statements of our Hang Seng Basket PUCD PCP ELIs;
- the features and key elements of our Hang Seng Basket PUCD PCP ELIs;
- product risks in relation to our Hang Seng Basket PUCD PCP ELIs;
- the terms and conditions that apply to our Hang Seng Basket PUCD PCP ELIs;
- form of the term sheet for our Hang Seng Basket PUCD PCP ELIs; and
- scenario analysis of our Hang Seng Basket PUCD PCP ELIs.

The indicative term sheet for a specific series of Hang Seng Basket PUCD PCP ELIs contains information about:

- terms of that particular series of Hang Seng Basket PUCD PCP ELIs.

In respect of any Hang Seng Basket PUCD PCP ELIs, the following Offering Documents can be obtained free of charge during the offer period through the following methods of distribution as specified in the indicative term sheet:

Offering Documents	Method of Distribution
<ul style="list-style-type: none"> • The information memorandum (including any addenda); • The financial disclosure document (including any addenda); and • This product booklet (including any addenda). 	<ul style="list-style-type: none"> (i) Printed copies from the distributors; and/or (ii) Electronic copies at our website (www.hangseng.com) and/or via the QR Code as set out in the relevant indicative term sheet <p>(whether or not printed copies and/or electronic copies are being made available for any particular series of Hang Seng Basket PUCD PCP ELIs will be specified in the indicative term sheet).</p>
<p>The indicative term sheets</p>	<ul style="list-style-type: none"> (i) Printed copies from the distributors; and/or (ii) Electronic copies at our website (www.hangseng.com) and/or via the QR Code as set out in the relevant indicative term sheet <p>(whether or not printed copies and/or electronic copies are being made available for any particular series of Hang Seng Basket PUCD PCP ELIs will be specified in the indicative term sheet).</p>

The offer of each series of Hang Seng Basket PUCD PCP ELIs is made only on the basis of the Offering Documents.

Except for the marketing materials issued by us (if any) as the Issuer (which, although do not form part of the Offering Documents for our Hang Seng Basket PUCD PCP ELIs, contain information about our Hang Seng Basket PUCD PCP ELIs), we have not authorised anyone to give you any information about our Hang Seng Basket PUCD PCP ELIs other than the information in the Offering Documents.

Legal terms and conditions of our Hang Seng Basket PUCD PCP ELIs

The binding legal terms for the relevant series of Hang Seng Basket PUCD PCP ELIs are constituted by the terms and conditions of Hang Seng Basket PUCD PCP ELIs set out in Appendix A to this product booklet, as varied, amended or supplemented by the final term sheet for the relevant series of Hang Seng Basket PUCD PCP ELIs.

If the initial stock price is set as the official closing price of the relevant linked stock on the Hong Kong Stock Exchange on the start date, certain details about the relevant series of our Hang Seng Basket PUCD PCP ELIs (such as the initial stock price) can only be ascertained after the market close on the start date, and will be set out in the final term sheet. The final term sheet will be made available for inspection from the issue date during normal business hours at the Arrangers' office at 83 Des Voeux Road Central, Hong Kong. A contract note with all these finalised terms will be sent to you two business days after the start date.

Who takes responsibility for the Offering Documents of our Hang Seng Basket PUCD PCP ELIs?

We (as the Issuer and the Product Arranger) accept full responsibility for the contents of, and the completeness and accuracy of the information contained in the Offering Documents for our Hang Seng Basket PUCD PCP ELIs and confirm, having made all reasonable enquiries, that to the best of our knowledge and belief there is no untrue or misleading statement, or other facts the omission of which would make any statement therein untrue or misleading.

Information included on a third party's website referred to in this product booklet does not form part of this product booklet. We do not accept any responsibility for information included on third parties' websites.

Our information memorandum and the financial disclosure document (taken together with, and as up-dated by this product booklet) is accurate at the date of this product booklet. You must not assume, however, that information in the information memorandum, the financial disclosure document or this product booklet is accurate at any time after the date of this product booklet. The indicative term sheet will tell you if an addendum to any of our Offering Documents has been published.

Except where we are acting as a distributor, none of the distributors which sell our Hang Seng Basket PUCD PCP ELIs is responsible in any way to ensure the accuracy of the Offering Documents.

Where can you read copies of the legal documentation for the Hang Seng Basket PUCD PCP ELIs?

During the offer period for our Hang Seng Basket PUCD PCP ELIs or while any of our Hang Seng Basket PUCD PCP ELIs remains outstanding, you can read copies of the documents listed as documents that will be kept on display in the section headed "Where you can read copies of our legal documentation for our Programme" on pages 26 to 27 of our information memorandum by going to the office of the Arrangers at 83 Des Voeux Road Central, Hong Kong. This office is open only during normal business hours and not on Saturdays, Sundays or public holidays.

A reasonable fee will be charged if you want to take photocopies of any of the documents whilst they are on display.

You can find out more about how the legal documentation works by reading our information memorandum.

Are the Offering Documents a prospectus?

The Offering Documents do not constitute a prospectus under the Companies (Winding up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong).

On-going disclosure obligations

We (as the Issuer and the Product Arranger) will keep the SFC and the distributor(s) informed as soon as reasonably practicable if (a) we (as the Issuer) cease to meet any eligibility requirements applicable to issuers under the Code; (b) we (as the Product Arranger) cease to meet any eligibility requirements applicable to product arrangers under the Code; and (c) to the extent permitted by any applicable law, there are any changes in our financial condition or other circumstances which could reasonably be expected to have a material adverse effect on our ability (as the Issuer) to fulfill our commitments in connection with our Hang Seng Basket PUCD PCP ELIs. Your distributor will in turn inform you. Please contact your distributor for further details.

Governing law

Hong Kong law governs our Hang Seng Basket PUCD PCP ELIs.

APPENDIX A
TERMS AND CONDITIONS OF
HANG SENG BASKET PUCD PCP ELIS

*These terms and conditions of Hang Seng Basket PUCD PCP ELIs (“**Terms and Conditions**”) will, together with the supplemental provisions contained in the applicable Term Sheet and subject to completion and amendment, be incorporated by reference into each Global Certificate (as defined below) and definitive certificate (if applicable). The applicable Term Sheet in relation to the issue of any series of ELIs may specify additional terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions, vary, amend or supplement the Terms and Conditions for the purpose of such series of ELIs. Capitalised terms used in the Terms and Conditions and not otherwise defined herein shall have the meaning given to them in the final Term Sheet. References to the “applicable Term Sheet” in the Terms and Conditions are to the final Term Sheet attached to the Global Certificate.*

If the ELIs are held through international securities clearing systems, the ELIs (in global and definitive form) and related terms and conditions will be issued in English only for the purpose of lodgement with the relevant clearing systems, and shall prevail over any Chinese version in the event of discrepancy.

The SFC takes no responsibility as to the contents of the Terms and Conditions. The SFC’s authorisation of this product booklet does not imply the SFC’s endorsement to the Terms and Conditions.

1. Form, Status, Transfer and Title

- (a) *Form.* The Equity Linked Investments (“**ELI**”, collectively “**ELIs**”) (which expression shall, unless the context otherwise requires, include any further ELIs issued pursuant to Condition 10) relating to a basket of Linked Stocks are issued in registered form subject to and with the benefit of a global certificate by way of deed poll (the “**Global Certificate**”) made by Hang Seng Bank Limited (the “**Issuer**”) and a registrar’s and structured product agency agreement (such agreement as amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) dated 31 July 2009 made between the Issuer, Hang Seng Bank Limited, Singapore Branch as registrar (in such capacity, the “**Registrar**”, which expressions shall include any successors) and the Issuer as agent (in such capacity, the “**Agent**” which expressions shall include any successors). The ELI holders (as defined below) are entitled to the benefit of the Deed of Covenant (the “**Deed of Covenant**”) dated 31 July 2009 made by the Issuer, under the terms of which either: (i) accountholders in Euroclear Bank S.A./N.V., as operator of the Euroclear system (“**Euroclear**”) and/or Clearstream Banking société anonyme (“**Clearstream, Luxembourg**”) if Euroclear and/or Clearstream, Luxembourg, is specified as the applicable clearing system; or (ii) the accountholders with the Issuer if it is specified that the ELIs will be held through an account directly with the Issuer, are given directly enforceable rights against the Issuer under the ELIs. The original of the Deed of Covenant is held by the Agent.

ELIs in definitive form will only be issued in exchange for the Global Certificate: (i) in the case of ELIs for which Euroclear and/or Clearstream, Luxembourg are specified as the applicable clearing system, if both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announce an intention permanently to cease business and do so cease business and no alternative clearing system satisfactory to the Issuer, the Registrar and the Agent is available; or (ii) in the case of ELIs held through an account with the Issuer, the Issuer is declared insolvent, or announces its intention to cease business and no alternative clearing system satisfactory to the Issuer, the Registrar and the Agent is available. In the event of any such exchange, references in these Terms and Conditions to the Global Certificate shall be deemed to be, as appropriate, references to such definitive certificates. The Global Certificate has been registered in the name of a nominee (the “**Nominee**”) either common to Euroclear and/or Clearstream, Luxembourg or as appointed by the Issuer.

The applicable Term Sheet for the ELIs is attached to the Global Certificate and supplements the Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions, vary, amend or supplement the Terms and Conditions for the purposes of the ELIs. References herein to the “**applicable Term Sheet**” are to the final Term Sheet attached to the Global Certificate.

Copies of the applicable Term Sheet, the Deed of Covenant and the Agency Agreement are available for inspection at the specified office of the Arrangers during the period beginning on the Issue Date and ending on the Maturity Date.

The ELI holders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Global Certificate, the applicable Term Sheet, the Deed of Covenant and the Agency Agreement.

- (b) *Status.* The ELIs represent general, unsecured and unsubordinated, contractual obligations of the Issuer and of no other person and rank pari passu among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations of the Issuer.
- (c) *Transfer.* The ELIs will be transferable only by means of delivery of the relevant Global Certificate to the Registrar in accordance with the provisions of the Agency Agreement. Transfers of beneficial interests in the ELIs will be effected only in an amount equal to the Minimum Transfer Amount or integral multiples thereof in accordance with the rules and procedures for the time being of either Euroclear and/or Clearstream, Luxembourg (if Euroclear and/or Clearstream, Luxembourg, are specified as the applicable clearing system) or the Issuer (if the ELIs are held through an account with the Issuer), as the case may be.
- (d) *Title.* Each person who is for the time being shown in the register (the “**Register**”) kept by the Registrar as entitled to a particular number of ELIs shall be treated by the Issuer and the Registrar as the absolute owner and holder of such number of ELIs. The expression “**ELI holder**” shall be construed accordingly.

2. ELI Rights and Expenses

- (a) *ELI Rights.* Each ELI represents a Nominal Value as specified in the applicable Term Sheet and gives each ELI holder, upon due exercise and compliance with Condition 4, the right to receive the Settlement At Maturity (as defined below), if any, on the Maturity Date.
- (b) *Definitions.* For the purposes of these Terms and Conditions:

“**Business Day**” means a day (excluding Saturdays, Sundays and public holidays) on which commercial banks and foreign exchange markets are open for business in the relevant Business Day Centre(s);

“**Business Day Centre(s)**” means such cities and/or settlement systems as specified in the applicable Term Sheet;

“**Closing Price**” means, in respect of each Linked Stock, and in respect of a Scheduled Trading Day, the price as at the Valuation Time on such day of one share or one unit (as the case may be) of such Linked Stock as traded on the Exchange without regard to any subsequently published correction provided that, for the purposes of determining the Closing Price of such Linked Stock on the Final Fixing Date, and if the Final Fixing Date is a Disrupted Day in respect of such Linked Stock, the Closing Price of such Linked Stock in respect of the Final Fixing Date shall be determined on the first succeeding Scheduled Trading Day which is not a Disrupted Day (such date, the “**Adjusted Final Fixing Date**”), unless each of the five Scheduled Trading Days immediately following the original Final Fixing Date is a Disrupted Day. In that case, (i) the Closing Price of such Linked Stock shall be determined on that fifth Scheduled Trading Day, notwithstanding the fact that such day is also a Disrupted Day, (ii) the fifth Scheduled Trading Day shall be the Adjusted Final Fixing Date and (iii) the Calculation Agent shall determine in its good faith and in a commercially reasonable manner the Closing Price of such Linked Stock (based on factors including but not limited to the latest reported price and the prevailing market conditions) and such price shall be treated as the Closing Price as of that fifth Scheduled Trading Day;

“**Company**” and “**Companies**” shall have the meaning given to it in the applicable Term Sheet;

“**Disrupted Day**” means any Scheduled Trading Day, in respect of a Linked Stock, on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

“Early Termination Amount” means such cash amount in the Settlement Currency (subject to Condition 4(b)(ii) where applicable) calculated on a per ELI basis as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion acting in good faith and in a commercially reasonable manner) is the fair market value of the ELI in the circumstances, taking into account all information which it deems relevant such as the prevailing market conditions, which include, without limitation, the value of the relevant embedded derivatives, market interest rate movements, price volatility and dividend yield of the Linked Stocks, the Initial Stock Prices, the remaining investment period of the ELIs, the creditworthiness of the Issuer and the cost to the Issuer of unwinding any related underlying hedging arrangements entered into in respect of such ELI (such as, but not limited to, any market bid/offer spread and any ancillary cost in relation to such unwinding), whether such hedge is held directly by the Issuer or indirectly through an affiliate, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

“Exchange” means, in respect of each Linked Stock, each exchange or quotation system specified as such for such Linked Stock in the applicable Term Sheet, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in such Linked Stock has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Linked Stock on such temporary substitute exchange or quotation system as the original Exchange);

“Exchange Business Day” means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

“Final Fixing Date” means, in respect of each Linked Stock, the date specified in the applicable Term Sheet or, if such date is not a Scheduled Trading Day for a Linked Stock, the following Scheduled Trading Day for such Linked Stock unless such day is a Disrupted Day for such Linked Stock. If such day is a Disrupted Day for such Linked Stock, the Closing Price of such Linked Stock in respect of the Final Fixing Date shall be determined on the Adjusted Final Fixing Date in accordance with the definition of “Closing Price” above. For the avoidance of doubt, valuation for any other Linked Stock on such day which is not a Disrupted Day for such Linked Stock shall not be affected by the foregoing;

“Final Stock Price” in respect of each Linked Stock has the meaning as specified in the applicable Term Sheet;

“Fund” shall have the meaning given to it in the applicable Term Sheet;

“HKD” means Hong Kong dollars, the lawful currency of Hong Kong;

“HKD Equivalent Amount” means, following the occurrence of an RMB Disruption Event and in respect of an amount payable in RMB on the relevant affected date of payment, an amount in HKD determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, by converting such amount into HKD using such exchange rate as of the tenth Business Day after the original date that, but for the occurrence of the RMB Disruption Event, would have been the date for such payment, based on (i) the foreign exchange rate of HKD per one USD as at 16:00 (Hong Kong time) on such tenth Business Day as displayed on Reuters Page <HKD=> (or such replacement page) divided by (ii) the offshore foreign exchange rate of RMB per one USD as at 16:00 (Hong Kong time) on such tenth Business Day as displayed on Reuters page <CNH=> (or such replacement page and if any such rate is not available, the exchange rate as determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner);

“Initial Stock Price” in respect of each Linked Stock has the meaning as specified in the applicable Term Sheet;

“Issue Price” has the meaning as specified in the applicable Term Sheet;

“JPY” means Japanese Yen, the lawful currency of Japan;

“**Linked Stock**” means, subject to adjustment in accordance with Condition 6, the securities (which may be shares of a company or shares or units (as applicable) of a fund (being an exchange traded fund or a real estate investment trust)) specified as such in the applicable Term Sheet which are listed on the Exchange and traded in the Underlying Currency and related expressions shall be construed accordingly and all the Linked Stocks together, the “**Basket**”, and each series of ELI shall only have the maximum number of ten and a minimum of two Linked Stocks in the Basket;

“**Market Disruption Event**” means, in respect of each Linked Stock:

- (1) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time of:
 - (a) any suspension of or limitation imposed on trading (which is determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner to be material) by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
 - (i) relating to such Linked Stock on the Exchange; or
 - (ii) in futures or options contracts relating to such Linked Stock on any relevant Related Exchange; or
 - (b) any event (other than an event described in (2) below) that disrupts or impairs (in a way which is determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner to be material) the ability of market participants in general (i) to effect transactions in, or obtain market values for, such Linked Stock on the Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to such Linked Stock on any relevant Related Exchange; or
- (2) the closure on any Exchange Business Day of any relevant Exchange(s) or Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

“**Maturity Date**” means the date specified in the applicable Term Sheet, subject to postponement in accordance with (where the Settlement Currency is RMB) Condition 4(b)(ii) upon the occurrence of an RMB Disruption Event. If the Final Fixing Date is a Disrupted Day in respect of a Linked Stock and as a result of which the Maturity Date is postponed, a notice of such postponement will be given to the ELI holders in accordance with Condition 9 on or before the original Maturity Date;

“**Minimum Investment Amount**” has the meaning as specified in the applicable Term Sheet;

“**Minimum Redemption Amount**” has the meaning as specified in the applicable Term Sheet;

“**Nominal Value**” has the meaning as specified in the applicable Term Sheet;

“**Observation Period**” has the meaning as set out in the applicable Term Sheet;

“**Potential Upside Cash Distribution Amount**” shall have the meaning given to it in the applicable Term Sheet;

“**Related Exchange**” means, in respect of each Linked Stock, each exchange or quotation system on which futures or options contracts relating to such Linked Stock are traded or quoted, as determined by the Issuer (acting in good faith and in a commercially reasonable manner);

“**RMB**” means Renminbi or Chinese Yuan, the lawful currency of the People’s Republic of China (“**PRC**”);

“**RMB Disruption Event**” means the occurrence of any event that, in the determination of the Calculation Agent in its sole and absolute discretion acting in good faith and a commercially reasonable manner, makes it impossible:

- (1) **RMB Illiquidity** — for the Issuer to obtain a firm quote of a price (quoted in USD against RMB) in respect of any amount due and payable in RMB under the ELIs on the relevant scheduled date of payment in the RMB exchange market in Hong Kong in order to perform its obligations under the ELIs;
- (2) **RMB Inconvertibility** — for the Issuer to convert any amount due and payable in RMB under the ELIs in the RMB exchange market in Hong Kong, other than where such impossibility is due to the failure of the Issuer to comply with any law, rule or regulation enacted by any government authority (unless such law, rule or regulation is enacted after the Start Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation); or
- (3) **RMB Non-transferability** — for the Issuer to transfer RMB between accounts inside Hong Kong, other than where such impossibility is due to the failure of the Issuer to comply with any law, rule or regulation enacted by any government authority (unless such law, rule or regulation is enacted after the Start Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

For the avoidance of doubt, the following events shall not constitute an RMB Disruption Event:

- (A) the inability for the Issuer to obtain such firm quote due to issues relating to its creditworthiness; and
- (B) the inability for the Issuer to convert RMB due to issues relating to its creditworthiness;

“**Scheduled Closing Time**” means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

“**Scheduled Trading Day**” means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions;

“**Settlement At Maturity**” means, in respect of each ELI and where the ELI has not been early terminated:

- (A) if the Final Stock Price of the Worst Performing Stock as of the Final Fixing Date is at or above its Initial Stock Price, a cash amount in the Settlement Currency (subject to Condition 4(b)(ii) where applicable) calculated by the Calculation Agent as equal to the sum of the Nominal Value and the Potential Upside Cash Distribution Amount; or
- (B) if the Final Stock Price of the Worst Performing Stock as of the Final Fixing Date is below its Initial Stock Price, a cash amount in the Settlement Currency (subject to Condition 4(b)(ii) where applicable) calculated by the Calculation Agent as equal to the Minimum Redemption Amount.

“**Settlement Currency**” has the meaning as specified in the applicable Term Sheet;

“**Start Date**” has the meaning as set out in the applicable Term Sheet, provided that if any of the Initial Stock Prices cannot be recorded on the Start Date due to the occurrence of a Market Disruption Event, the ELIs will not be issued;

“**Stock Performance**” in respect of each Linked Stock in the Basket on a Scheduled Trading Day, means an amount calculated in accordance with the following formula:

$$\text{Stock Performance of a Linked Stock} = \frac{\text{Closing Price of that Linked Stock on that Scheduled Trading Day}}{\text{Initial Stock Price of that Linked Stock}} \times 100\%$$

“**T2**” means the real time gross settlement system for the settlement of Euro transactions within the Eurozone and its successor;

“**Underlying Currency**” means the currency in which such Linked Stock is traded on the Exchange as specified in the applicable Term Sheet;

“**USD**” means United States dollars, the lawful currency of the United States of America;

“**Valuation Time**” means, in respect of a Scheduled Trading Day and in relation to each Linked Stock, the Scheduled Closing Time on that Scheduled Trading Day in relation to such Linked Stock, or if the relevant Exchange closes prior to or after its Scheduled Closing Time, the actual closing time for its regular trading session; and

“**Worst Performing Stock**” means, in respect of a Scheduled Trading Day, the Linked Stock with the lowest Stock Performance on that Scheduled Trading Day. If more than one Linked Stock has the same lowest Stock Performance on a Scheduled Trading Day, the Issuer will, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, decide which of such Linked Stocks shall be the Worst Performing Stock on that Scheduled Trading Day.

3. Expiry of ELIs

- (a) *Expiry of ELIs.* The ELIs shall only expire in an amount equal to the Nominal Value or integral multiples thereof. If the ELIs have not been early terminated prior to the Final Fixing Date, the ELIs will automatically expire on the Final Fixing Date.
- (b) *Procedures for Expiry on the Final Fixing Date.* If the ELIs are not early terminated, the ELIs will automatically expire on the Final Fixing Date (without notice being given to the ELI holders). The ELI holders will not be required to deliver any notice and the Issuer or the Agent will pay to the ELI holders the Settlement At Maturity in cash, all in accordance with Condition 4. For the avoidance of doubt, where the ELIs have expired on the Final Fixing Date, payment of the Settlement At Maturity in cash on the Maturity Date to the ELI holders shall constitute full and final settlement of the obligations of the Issuer with respect to the ELIs. Subject to such payment having been made, the Issuer shall have no obligation towards the relevant ELI holder under the ELIs subsequent to the Maturity Date.
- (c) *Cancellation.* The Issuer will procure that the Registrar will, with effect from the Business Day following the Maturity Date, remove from its register the name of the person in respect of the ELIs which has expired in accordance with these Terms and Conditions and thereby cancel the relevant ELIs.

4. Settlement of ELIs

- (a) *Settlement.* Subject to automatic expiry of ELIs in accordance with these Terms and Conditions, the Issuer will make a payment, in respect of each ELI, to the relevant ELI holder of the Settlement At Maturity.
- (b) *Cash Settlement.*
 - (i) Subject as provided in Condition 4(b)(ii) below in the case of the RMB Disruption Event which is applicable where the Settlement Currency is RMB only, in the case where:
 - (1) the Settlement At Maturity consists of a cash payment, the Settlement At Maturity shall be despatched not later than the Maturity Date, by crediting that amount to the relevant bank account designated by the relevant ELI holder; and

- (2) the ELIs are early terminated pursuant to Condition 6, the Early Termination Amount shall be despatched not later than the third Business Day after the effective date of such early termination.
- (ii) In the case where the Settlement Currency is RMB, if the Calculation Agent has determined, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, that an RMB Disruption Event has occurred on any date on which payment of the Settlement At Maturity and/or the Early Termination Amount in cash is scheduled to be made, such payment will be postponed to the third Business Day after the date on which the RMB Disruption Event ceases to exist, unless the RMB Disruption Event continues to exist for 10 Business Days after the original date that, but for the occurrence of the RMB Disruption Event, would have been the date for such payment. In such case, the Issuer shall make payment of the HKD Equivalent Amount no later than the third Business Day after such tenth Business Day. Any such payment made by the Issuer shall be in full and final settlement of its obligations to pay the relevant amount payable in RMB on the affected date of payment in respect of the ELIs.

A notice of such postponement of such payment will be given to the ELI holders on the relevant affected date of payment in accordance with Condition 9 and, if applicable, a further notice of the determination of the HKD Equivalent Amount will be given to the ELI holders as soon as practicable after such HKD Equivalent Amount is determined but no later than the second Business Day after such tenth Business Day.

5. Registrar and Agent

- (a) The initial Registrar and Agent and their respective specified offices are set out below. The Issuer reserves the right, subject to the appointment of a successor, at any time to vary or terminate the appointment of the Registrar or Agent and to appoint another registrar or agent provided that it will at all times maintain a Registrar and an Agent. Notice of any such termination or appointment and of any change in the offices will be given to the ELI holders in accordance with Condition 9.
- (b) Each of the Registrar and the Agent will be acting as agents of the Issuer in respect of any ELI and will not assume any obligation or duty to or any relationship of agency or trust for the ELI holders.
- (c) The register of ELI holders will be maintained outside Hong Kong by the Registrar and the Registrar will enter the name, address and banking details of the ELI holders, the details of the ELIs held by any ELI holder including the number of ELIs of each series held and any other particulars which it thinks proper.

6. Adjustments, Substitution and Early Termination

- (a) *Potential Adjustment Events.* If the Calculation Agent determines, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, a Potential Adjustment Event has occurred on or after the Start Date but on or before the Final Fixing Date, the Calculation Agent will, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of any Linked Stock and, if so, the ELI holder(s) shall be notified as soon as practicable after the occurrence of such Potential Adjustment Event. The Calculation Agent will make such adjustment as it, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner determines to be appropriate, if any, to the Initial Stock Price, and/or any other adjustment and, in any case, any other variable relevant to the settlement or payment terms of the relevant ELIs as the Calculation Agent determines, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, to be appropriate to account for that diluting or concentrative effect on the theoretical value of the Linked Stock in order to preserve the economic equivalence of the ELIs and the ELI holder(s) shall be notified as soon as practicable after such adjustments. The Calculation Agent shall also determine, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, the effective date(s) of such adjustment(s).

In determining such adjustment(s):

- (i) if options contracts or futures contracts of the relevant Linked Stock are traded on the Exchange or the Related Exchange, the Calculation Agent will follow any adjustment to the terms of the relevant options contract or futures contract made and announced by the Exchange or the Related Exchange, unless following such adjustment is not able to preserve the economic equivalence of the ELI. In such case, the Calculation Agent will determine the aforesaid adjustment(s) in its sole and absolute discretion acting in good faith and in a commercially reasonable manner so as to preserve the economic equivalence of the ELI; or
- (ii) if there are no options contracts or futures contracts of the relevant Linked Stock traded on the Exchange or the Related Exchange, the Calculation Agent will take into account and (where, and to the extent, applicable) follow the relevant rules as set out in the Operational Trading Procedures for Options Trading Exchange Participants of the Stock Exchange so as to preserve the economic equivalence of the ELI.

In determining the effective date(s) of such adjustment(s), the Calculation Agent shall observe and use, to the extent reasonably practicable, any such ex-date(s) or other relevant date(s) as provided by the Exchange or the Related Exchange as the effective date(s) of such adjustment(s).

For the purposes of this Condition 6(a) and in respect of each Linked Stock, “**Potential Adjustment Event**” means:

- (1) a subdivision, consolidation or reclassification of the Linked Stock (unless resulting in a Merger Event) or a free distribution or dividend of such Linked Stock to existing holders whether by way of bonus, capitalisation or similar issue; or
- (2) a distribution or dividend to existing holders of the Linked Stock of (a) such Linked Stock or (b) other stock capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company or the Fund equally or proportionately with such payments to holders of any such Linked Stock or (c) stock capital or other securities of another issuer acquired or owned (directly or indirectly) by the Company or the Fund as a result of a spin-off or other similar transaction or (d) any other type of securities, rights or warrants or other assets, in any case for payment (cash or otherwise) at less than the prevailing market price as determined by the Issuer in its sole and absolute discretion acting in good faith and in a commercially reasonable manner; or
- (3) an extraordinary dividend; or
- (4) a call by the Company in respect of the Linked Stock that are not fully paid; or
- (5) a repurchase by the Company or the Fund or any of its subsidiaries of the Linked Stock whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (6) in respect of the Company, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (7) any other event that may have a diluting or concentrative effect on the theoretical value of the Linked Stock.

- (b) *Merger Event*. Following the occurrence of any Merger Event in relation to which the Merger Date is on or after the Start Date but on or before the Final Fixing Date, the Calculation Agent may (i) make such adjustment as it, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, determines to be appropriate, if any, to the settlement, payment or any other terms of the ELIs to preserve the economic equivalence on the ELIs of such Merger Event, which shall include, where the Company of a Linked Stock has merged with another entity, deeming the shares of the surviving entity to be the new Linked Stock; and (ii) determine the effective date of that adjustment. In determining such adjustment:
- (i) if options contracts or futures contracts of the relevant Linked Stock are traded on the Exchange or the Related Exchange, the Calculation Agent will follow any adjustment to the terms of the relevant options contract or futures contract made and announced by the Exchange or the Related Exchange, unless following such adjustment is not able to preserve the economic equivalence of the ELI. In such case, the Calculation Agent will determine the aforesaid adjustment in its sole and absolute discretion acting in good faith and in a commercially reasonable manner so as to preserve the economic equivalence of the ELI; or
 - (ii) if there are no options contracts or futures contracts of the relevant Linked Stock traded on the Exchange or the Related Exchange, the Calculation Agent will take into account and (where, and to the extent, applicable) follow the relevant rules as set out in the Operational Trading Procedures for Options Trading Exchange Participants of the Stock Exchange so as to preserve the economic equivalence of the ELI.

In determining the effective date of such adjustment, the Calculation Agent shall observe and use, to the extent reasonably practicable, any such ex-date or other relevant date as provided by the Exchange or the Related Exchange as the effective date of such adjustment.

If the Calculation Agent determines in its sole and absolute discretion acting in good faith and in a commercially reasonable manner that the foregoing adjustment is unable to preserve the economic equivalence of the ELIs, the Calculation Agent may, in its sole and absolute discretion, substitute the affected Linked Stock(s) as contemplated in Condition 6(g). If the Calculation Agent determines in its sole and absolute discretion and acting in good faith and in a commercially reasonable manner that any of the foregoing adjustments is unable to preserve the economic equivalence of the ELIs and the Calculation Agent is unable to substitute the affected Linked Stock(s) as contemplated in Condition 6(g), then the ELIs shall be terminated as of the date determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner and entitlement of the ELI holders to each receive the Settlement At Maturity shall cease and the Issuer's obligations under the ELIs shall be satisfied in full upon payment of the Early Termination Amount. The Calculation Agent shall notify the ELI holder(s) as soon as practicable regarding the occurrence of such Merger Event and such adjustment, substitution or termination (as the case may be).

For the purposes of this Condition 6(b):

“**Merger Date**” means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent; and

“**Merger Event**” means in respect of each Linked Stock, any:

- (1) reclassification or change of such Linked Stock that results in a transfer of or an irrevocable commitment to transfer all of such Linked Stock outstanding to another entity or person; or
- (2) consolidation, amalgamation, merger or binding stock exchange of the Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding stock exchange in which such Company is the continuing entity and which does not result in any such reclassification or change of all of such Linked Stock outstanding); or

- (3) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Linked Stock of the Company that results in a transfer of or an irrevocable commitment to transfer all such Linked Stock (other than such Linked Stock owned or controlled by such other entity or person); or
- (4) consolidation, amalgamation, merger or binding stock exchange of the Company or its subsidiaries with or into another entity in which the Company is the continuing entity and which does not result in a reclassification or change of all such Linked Stock outstanding but results in the outstanding Linked Stock (other than Linked Stock owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Linked Stock immediately following such event.
- (c) *Tender Offer.* Following the occurrence of any Tender Offer in relation to which the Tender Offer Date is on or after the Start Date but on or before the Final Fixing Date, the Calculation Agent may (i) make such adjustment as it, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, determines to be appropriate, if any, to the settlement, payment or any other terms of the ELIs to preserve the economic equivalence on the ELIs of such Tender Offer; and (ii) determine the effective date of that adjustment. In determining such adjustment:
- (i) if options contracts or futures contracts of the relevant Linked Stock are traded on the Exchange or the Related Exchange, the Calculation Agent will follow any adjustment to the terms of the relevant options contract or futures contract made and announced by the Exchange or the Related Exchange, unless following such adjustment is not able to preserve the economic equivalence of the ELI. In such case, the Calculation Agent will determine the aforesaid adjustment in its sole and absolute discretion acting in good faith and in a commercially reasonable manner so as to preserve the economic equivalence of the ELI; or
- (ii) if there are no options contracts or futures contracts of the relevant Linked Stock traded on the Exchange or the Related Exchange, the Calculation Agent will take into account and (where, and to the extent, applicable) follow the relevant rules as set out in the Operational Trading Procedures for Options Trading Exchange Participants of the Stock Exchange so as to preserve the economic equivalence of the ELI.

In determining the effective date of such adjustment, the Calculation Agent shall observe and use, to the extent reasonably practicable, any such ex-date or other relevant date as provided by the Exchange or the Related Exchange as the effective date of such adjustment.

If the Calculation Agent determines in its sole and absolute discretion acting in good faith and in a commercially reasonable manner that the foregoing adjustment is unable to preserve the economic equivalence of the ELIs, the Calculation Agent may, in its sole and absolute discretion, substitute the affected Linked Stock(s) as contemplated in Condition 6(g). If the Calculation Agent determines in its sole and absolute discretion acting in good faith and in a commercially reasonable manner that any of the foregoing adjustments is unable to preserve the economic equivalence of the ELIs and the Calculation Agent is unable to substitute the affected Linked Stock(s) as contemplated in Condition 6(g), then the ELIs shall be terminated as of the date determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner and the entitlement of the ELI holders to each receive the Settlement At Maturity shall cease and the Issuer's obligations under the ELIs shall be satisfied in full upon payment of the Early Termination Amount. The Calculation Agent shall notify the ELI holder(s) as soon as practicable regarding the occurrence of such Tender Offer and such adjustment, substitution or termination (as the case may be).

For the purposes of this Condition 6(c):

“**Tender Offer**” in respect of each Linked Stock means a takeover, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10% and less than 100% of the outstanding voting shares of the Company or shares or units of the Fund, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant; and

“**Tender Offer Date**” means, in respect of a Tender Offer, the date on which voting shares or units in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner).

- (d) *Nationalisation, Insolvency, Delisting or Hedging Disruption.* If, on or after the Start Date but on or before the Final Fixing Date, any of the following events occurs in respect of each Linked Stock:
- (i) all the shares or units or all or substantially all the assets of the relevant Company or the relevant Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof (“**Nationalisation**”); or
 - (ii) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Company or Fund (A) the entire shares or units of the relevant Company or the relevant Fund are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Linked Stock become legally prohibited from transferring them (“**Insolvency**”); or
 - (iii) the Exchange announces that pursuant to the rules of such Exchange, such Linked Stock cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (“**Delisting**”); or
 - (iv) the Issuer or any of its affiliates are unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the asset price risk of entering into and performing its obligations with respect to any hedging arrangements entered into by the Issuer or its relevant affiliate in relation to the ELIs, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) (“**Hedging Disruption**”), provided that any such inability that results due to the deterioration of the creditworthiness of the Issuer shall not be deemed a Hedging Disruption,

then the Calculation Agent may, in its sole and absolute discretion, substitute the affected Linked Stock as contemplated in Condition 6(g). If the Calculation Agent determines, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, that the Calculation Agent is unable to substitute the affected Linked Stock as contemplated in Condition 6(g), then the ELIs shall be terminated as of the date determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner and the entitlement of the ELI holders to each receive the Settlement At Maturity shall cease and the Issuer’s obligations under the ELIs shall be satisfied in full upon payment of the Early Termination Amount.

The Calculation Agent shall notify the ELI holder(s) as soon as practicable regarding the occurrence of such Nationalisation, Insolvency, Delisting or Hedging Disruption (as the case may be) and such substitution or termination (as the case may be).

- (e) *Additional Disruption Event.* If an Additional Disruption Event occurs on or after the Start Date but on or before the Final Fixing Date, then the Calculation Agent may, in its sole and absolute discretion, substitute the affected Linked Stock as contemplated in Condition 6(g). If the Calculation Agent determines, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, that the Calculation Agent is unable to substitute the affected Linked Stock as contemplated in Condition 6(g), then the ELIs shall be terminated as of the date determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner and the entitlement of the ELI holders to each receive the Settlement At Maturity shall cease and the Issuer's obligations under the ELIs shall be satisfied in full upon payment of the Early Termination Amount.

The Calculation Agent shall notify the ELI holder(s) as soon as practicable regarding the occurrence of such Additional Disruption Event and such substitution or termination (as the case may be).

For the purposes of this Condition 6(e) and in respect of the relevant Company:

“**Additional Disruption Event**” means each of Change in Law and Insolvency Filing;

“**Change in Law**” means (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (a) it has become illegal to hold, acquire or dispose of the Linked Stock, or (b) the Issuer will incur a materially increased cost in performing its obligations under the ELIs (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position); and

“**Insolvency Filing**” means the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the issuer of the Linked Stock shall not be deemed an Insolvency Filing.

- (f) *Fund Disruption Event.* If a Fund Disruption Event occurs on or after the Start Date but on or before the Final Fixing Date, the Calculation Agent may, in its sole and absolute discretion and acting in good faith and in a commercially reasonable manner, substitute the Linked Stock which is affected by the relevant Fund Disruption Event as contemplated in Condition 6(g) below. If the Calculation Agent determines, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, that the Calculation Agent is unable to substitute the affected Linked Stock as aforesaid, then the ELIs shall be early terminated as of the date determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner and the entitlement of the ELI holders to each receive the Settlement At Maturity shall cease and the Issuer's obligations under the ELIs shall be satisfied in full upon payment of the Early Termination Amount.

The Calculation Agent shall notify the ELI holder(s) as soon as practicable regarding the occurrence of such Fund Disruption Event and such substitution or termination (as the case may be).

For the purpose of this Condition 6(f), “**Fund Disruption Event**” means any of the following with respect to the affected Fund:

- (1) it ceases to exist, or
 - (2) the shares or units in the Fund are reclassified or the index that the Fund tracks changes or it is acquired by or aggregated to another fund, whose mandate, risk-profile and/or benchmarks is deemed by the Calculation Agent to be different from the mandate, risk-profile and/or benchmark of the Fund stated as at the Start Date (or any proposal for the foregoing occurs); or
 - (3) there is a material change in its mandate, risk profile, prospectus, statement of additional information, articles of incorporation, investment management agreement or annual and semi-annual report, or there is a material change in any other rule, law, regulation, similar guideline, constitutional document, report or other document governing the investment by the Fund of its assets since the Start Date; or
 - (4) any proposal to wind up the Fund or any substantive litigation by the investors in the Fund; or
 - (5) any breach or violation of any strategy or investment guidelines stated in its mandate, risk profile, prospectus, statement of additional information, articles of incorporation, investment management agreement or annual and semi-annual report or other document governing the investment by the Fund of its assets that is reasonably likely to affect the value of the Linked Stock or the rights or remedies of any holder thereof; or
 - (6)
 - (i) any cancellation, suspension or revocation of the registration or approval of the Fund by any governmental, legal or regulatory entity with authority over such Fund,
 - (ii) any change in the legal, tax, accounting, or regulatory treatments of the Fund or any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser) for the Fund (the “**Fund Adviser**”) that is reasonably likely to have an adverse impact on the value of such Fund or any investors therein, or
 - (iii) the Fund, the Fund Adviser or any of the fund administrator, manager, trustee or similar person with the primary administrative responsibilities for the Fund (the “**Fund Administrator**”) becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of the Fund, the Fund Adviser or the Fund Administrator; or
 - (7) there is the occurrence or existence on any Exchange Business Day of any event, circumstance or cause beyond the control of Issuer that has had or would be expected to have (as determined by Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner) materially increased the cost of hedging its position with respect of the Fund, provided that any such materially increased amount that is incurred due to the deterioration of the creditworthiness of Issuer shall not be deemed an increased cost of hedging.
- (g) *Substitutions.* Where any of the Companies or Funds is subject to any of the events under Condition 6(b), (c), (d), (e) or (f) (as the case may be) (each an “**Adjustment Event**”), the Calculation Agent may, in its sole and absolute discretion and acting in good faith and in a commercially reasonable manner, include a stock selected by the Calculation Agent (the “**Substitute Stock**”) in place of the Linked Stock which is affected by the relevant Adjustment Event, and the Substitute Stock and its issuer will be deemed to be a “**Linked Stock**” and a “**Company**” or “**Fund**” (as the case may be), respectively, and make any further adjustments to the terms of the ELIs as the Calculation Agent thinks fit (acting in good faith and in a commercially reasonable manner) to account for the occurrence of such Adjustment Event, provided that any such substitution and adjustment are not considered by the Calculation Agent

to be prejudicial to the ELI holders generally (without considering the circumstances of any individual ELI holder or the tax or other consequences of such adjustment in any particular jurisdiction). The Substitute Stock shall be, in the sole and absolute discretion of the Calculation Agent acting in good faith and in a commercially reasonable manner, in a similar industry as the affected Linked Stock (where the affected Linked Stock is a share) or have similar investment objectives as the affected Linked Stock (where the affected Linked Stock is a unit), and have a similar market capitalisation and volatility and listed on the same Exchange as the affected Linked Stock.

- (h) *Notice of Adjustments or Early Termination.* All determinations made by the Calculation Agent pursuant hereto will be (save in the case of manifest error) final and binding on the ELI holders and the Issuer. The Issuer will give, or procure that there is given, notice as soon as practicable regarding the occurrence of the relevant event and any adjustment or termination (as the case may be) and of the date from which such adjustment or termination (as the case may be) is effective and of the determination of the Early Termination Amount (in the case of early termination) in accordance with Condition 9. In the case of early termination, the Issuer will give, or procure that there is given, notice no later than the second Business Day after the effective date of such early termination.

7. Purchases

The Issuer and/or any of its affiliates may at any time purchase the ELIs at any price in the open market or by private arrangement. Any ELI so purchased may be held or resold or surrendered for cancellation. In the case where the Settlement Currency is RMB, if the Calculation Agent has determined, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, that an RMB Disruption Event has occurred on any date on which payment of the purchase price pursuant to this Condition 7 in cash is scheduled to be made, such payment will be postponed to the third Business Day after the date on which the RMB Disruption Event ceases to exist, unless the RMB Disruption Event continues to exist for 10 Business Days after the original date that, but for the occurrence of the RMB Disruption Event, would have been the date for such payment. In such case, the Issuer shall make payment of the HKD Equivalent Amount no later than the third Business Day after such tenth Business Day. Any such payment made by the Issuer shall be in full and final settlement of its obligations to pay the relevant amount payable in RMB on the affected date of payment in respect of the ELIs.

8. Meetings of ELI holders; Modification

- (a) *Meetings of ELI holders.* The Agency Agreement contains provisions for convening meetings of the ELI holders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of the provisions of the ELIs or of the Global Certificate.

Such a meeting may be convened by the Issuer or by ELI holders holding not less than 10% of the ELIs for the time being remaining unexercised. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons holding or representing not less than 25% of the ELIs for the time being remaining unexercised, or at any adjourned meeting two or more persons being or representing ELI holders whatever the number of ELIs so held or represented.

A resolution will be an Extraordinary Resolution when it has been passed at a duly convened meeting by not less than three-quarters of the votes cast by such ELI holders as, being entitled to do so, vote in person or by proxy.

An Extraordinary Resolution passed at any meeting of the ELI holders shall be binding on all the ELI holders, whether or not they are present at the meeting.

Resolutions can be passed in writing without a meeting of the ELI holders being held if passed unanimously.

- (b) *Modification.* The Issuer may, without the consent of the ELI holders, effect any modification of the provisions of the ELIs or the Global Certificate which is, in the reasonable opinion of the Issuer, of a formal, minor or technical nature, which is made to correct an obvious error, or which is necessary in order to comply with mandatory provisions of the laws or regulations of Hong Kong (as defined below). Any such modification shall be binding on the ELI holders and the Issuer. The Issuer shall notify the ELI holder(s) of such modifications before the effective date or as soon as practicable thereafter in accordance with Condition 9.

9. Notices

- (a) All documents required or permitted by these Terms and Conditions to be sent to an ELI holder or to which an ELI holder is entitled or which the Issuer shall have agreed to deliver to the ELI holder may be delivered by hand or sent by post addressed to the ELI holder to the ELI holder's address (or, in the case of joint ELI holders, to the address of the first named ELI holder) appearing in the register kept by the Registrar, and airmail post shall be used if such address is not in Hong Kong. All documents delivered or sent in accordance with this Condition 9(a) shall be delivered or sent at the risk of the relevant ELI holder.
- (b) All notices to ELI holders will be validly given if sent by mail to the holders of ELIs at their addresses appearing in the register of ELI holders kept by the Registrar. In addition, such notices may also be published in English in one leading English, and in Chinese in one leading Chinese, language newspaper circulating in Hong Kong. Such notices shall be deemed to have been given on the date of such publication.

10. Further Issues

The Issuer shall be at liberty from time to time, without the consent of the ELI holders, to create and issue further ELIs so as to form a single series with the issued ELIs.

11. Modification of the Terms and Conditions of the ELIs in the applicable Term Sheet

The Terms and Conditions applicable to the ELIs may be varied, amended or supplemented as set forth in the applicable Term Sheet.

12. Governing Law

The programme which offers the ELIs, the Global Certificate, the Terms and Conditions applicable to the ELIs, the applicable Term Sheet, the Deed of Covenant and the Agency Agreement will be governed by and construed in accordance with laws of Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). The Issuer and each ELI holder (by its purchase of the ELIs) shall be deemed to have submitted for all purposes in connection with the ELIs, the Global Certificate, the Deed of Covenant and the Agency Agreement to the non-exclusive jurisdiction of the courts of Hong Kong.

13. Rights of Third Parties

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of these Terms and Conditions.

14. Language

In the case of ELIs for which Euroclear and/or Clearstream, Luxembourg are specified as the applicable clearing system, in the event of any inconsistency between the Chinese version of these Terms and Conditions and the English version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.

Specified Office of the Agent

Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong

Transfer Office and Specified Office of the Registrar

Hang Seng Bank Limited, Singapore Branch
9 Battery Road, #07-01
MYP Centre
Singapore 049910

APPENDIX B

FORM OF TERM SHEET FOR HANG SENG BASKET PUCD PCP ELIS

We set out below the form of the term sheet for our Hang Seng Basket PUCD PCP ELIs. Each term sheet covers one series of Hang Seng Basket PUCD PCP ELIs only. We may issue more than one series of Hang Seng Basket PUCD PCP ELIs on any issue date. You must read the indicative term sheet for the relevant series together with other offering documents before applying for a Hang Seng Basket PUCD PCP ELIs.

During the offer period for a series of Hang Seng Basket PUCD PCP ELIs, you can obtain a copy of the indicative term sheet from the distributors. Certain details about the relevant series of our Hang Seng Basket PUCD PCP ELIs may only be ascertained after the market close on the start date: for example, the initial stock price. These details are noted with asterisks(*) in the indicative term sheet, and will be completed in the final term sheet issued by us by the issue date.

The binding legal terms for the relevant series of Hang Seng Basket PUCD PCP ELIs are constituted by the terms and conditions of Hang Seng Basket PUCD PCP ELIs set out in this product booklet, as varied, amended or supplemented by the final term sheet.

**Term Sheet for Hang Seng Basket PUCD PCP ELIs
(the “ELIs”)**

issued by

Hang Seng Bank Limited

(incorporated in Hong Kong with limited liability, a licensed bank regulated by the Hong Kong Monetary Authority and registered under the Securities and Futures Ordinance of Hong Kong for types 1, 4, 7 and 9 regulated activities)

(The ELI is not traded on any markets operated by Hong Kong Exchanges and Clearing Limited or any other stock exchanges)

Series Number: [●]

Date: [●]

[[For indicative Term Sheet only:]]

IMPORTANT RISK WARNING

Investment involves risks. The following risk factors are not exhaustive and should be read together with other risk factors contained in the “Risk Factors” sections in the Information Memorandum and in the Product Booklet.

- **Not capital protected but partially capital protected at maturity only** — Our ELIs are not capital protected but partially capital protected at maturity only (subject to other risks including our creditworthiness and the creditworthiness of your distributor and/or its custodian(s) as mentioned below).

The payout under our ELIs you receive at maturity may be less than your initial investment amount but is subject to a base redemption level, provided that you hold our ELIs until maturity and our ELIs are not otherwise early terminated. The minimum payout you will receive at maturity is dependent on the minimum redemption level (floored at the base redemption level, being a percentage between 70% and 99.9% as set out in the relevant term sheet). **If our ELIs are sold to us (as market agent) prior to expiry via market making arrangements or are otherwise early terminated, you may receive an amount which is less than the minimum payout at maturity and is substantially less than your initial investment amount.**

- **No collateral** — Our ELIs are not collateralised and are not secured on any of our assets.
- **Unlisted structured products and NOT protected deposits** — Our ELIs are unlisted structured products embedded with derivatives and are not equivalent to nor should they be treated as time deposits. They are NOT protected deposits for the purposes of the Deposit Protection Scheme. **In the worst case scenario, you could lose all of your investment.**
- **Potential payout is determined by reference to the worst performing stock in the basket on the final fixing date** — The potential payout under our ELIs is determined by reference to the worst performing stock in the basket on the final fixing date. If any one of the linked stocks in the basket performs poorly against your expectation, you will not benefit from the performance of any other linked stocks in the basket.
- **Limited market making arrangement** — Our ELIs are designed to be held till maturity. However, if you try to sell our ELIs you hold before the final fixing date, we will provide daily market making arrangement within the time period as specified in this Term Sheet for you to sell back the ELIs, but the actual sell back price that you receive may be less than or substantially less than the original amount you invested. In addition, you should note that we may not be able to provide market making arrangements on a market making day if the relevant ELI is affected by market disruption events.

- **You rely on our creditworthiness** — Our ELIs constitute general unsecured and unsubordinated contractual obligations of Hang Seng Bank Limited as the Issuer. When you buy our ELIs, you will be relying on the creditworthiness of Hang Seng Bank Limited as the Issuer and of no other person. You have no rights under the terms and conditions of our ELIs against any issuer of any linked stock. **If we become insolvent or default on our obligations under our ELIs, in the worst case scenario, you could lose all of your investment.**
- **You rely on the creditworthiness of your distributor or its custodian(s)** — When you invest in our ELIs, you rely on the creditworthiness of your distributor or its custodian(s). If your distributor becomes insolvent or defaults on its obligations, you will have a right to claim against such distributor. If your distributor's custodian becomes insolvent or defaults on its obligations, you will not have any direct contractual rights against such custodian and will have to rely on your distributor to take action against such custodian. **In the worst case scenario, you could lose all of your investment.**
- **May not have direct enforcement rights** — If our ELIs are held either (i) through the clearing system or (ii) outside the clearing system through a distributor other than us, you will have to rely on your distributor or its custodian(s) to take action to assert your rights as an investor in our ELIs on your behalf and you will not have direct contractual rights of enforcement against us as the Issuer. **In the worst case scenario, you could lose all of your investment.**
- **Not the same as investing in linked stocks** — Investing in our ELIs is not the same as investing in the linked stocks. During the investment period, you have no rights in any of the linked stocks. Changes in the market price of any of the linked stocks may not lead to a corresponding change in the market value of, or your potential gain or loss under, our ELIs.
- **Not covered by Investor Compensation Fund** — Our ELIs are not listed on any stock exchange and are not covered by the Investor Compensation Fund.
- **Conflicts of interest** — You should note that conflicts of interest may arise from the different roles played by us and our subsidiaries and affiliates in connection with our ELIs and our economic interests in each role may be adverse to your interests in our ELIs.
- **English version of the terms and conditions may prevail** — If our ELIs are held through international securities clearing systems, the terms and conditions of our ELIs are issued in English only for the purposes of lodgement with the relevant clearing systems, and shall prevail over the Chinese version of the terms and conditions contained in the Chinese version of the Product Booklet in the event of inconsistency. If you do not understand the English version, you should obtain independent professional advice.
- **Exposure to risk from the start date** — You will be exposed to the risks associated with our ELIs starting from the start date.
- [• **Additional risks for RMB-denominated ELIs and/or RMB-traded linked stock** — The performance of our ELIs may be adversely affected due to risks relating to RMB, such as the current limited pool of RMB outside the mainland China, offshore RMB exchange rate risk and RMB interest rate risk. Our payment under any RMB-denominated ELIs may also be postponed, or delivered in a HKD equivalent amount upon occurrence of an RMB disruption event.]]

This [indicative] Term Sheet must be read in conjunction with

- the information memorandum dated 9 August 2024 [together with the [addendum/addenda] dated [date]] ([together,] the “**Information Memorandum**”),
- the financial disclosure document dated [date] [together with the [addendum/addenda] dated [date]] ([together,] the “**Financial Disclosure Document**”), and
- the product booklet for ELI dated 9 August 2024 [together with the [addendum/addenda] dated [date]] ([together,] the “**Product Booklet**”),

each issued by Hang Seng Bank Limited (the “**Issuer**”). In this Term Sheet, capitalised terms have the meanings given in “Appendix A — Terms and Conditions of Hang Seng Basket PUCD PCP ELIs” in the Product Booklet unless this Term Sheet specifies otherwise.

[[*For indicative Term Sheet only:*] The distributor(s) has an obligation to distribute all of the above documents to you. You should read all of these documents before deciding whether to invest in our ELIs. If you are in any doubt about any of the contents of the documents, you should take independent professional advice. [Hard copies of the Information Memorandum, Financial Disclosure Document and Product Booklet (including any addendum to these documents as specified in this Term Sheet) are available from the Issuer or the Distributors set out below and] [[E][e]lectronic copies of these documents are available for download from the [the QR Code set out below and] Issuer’s website www.hangseng.com]. [Hard copies of this Term Sheet are available from the Issuer or the Distributors set out below and] [[E][e]lectronic copies of this Term Sheet are available for download from [the QR Code set out below and] the Issuer’s website www.hangseng.com].



Type of investment return

The ELIs are designed for investors who have experience in unlisted equity-linked structured products and take a stable or moderately bullish view of the linked stocks, and are looking for an opportunity to have potential cash distribution with reference to the performance of the worst performing stock on the final fixing date. They are not designed for inexperienced investors who (i) are not familiar with or have no knowledge in derivative instruments, (ii) do not want to take the credit risk of the issuer, (iii) do not want to invest for the whole investment period of our ELIs, or (iv) do not want to take risk on any part of their capital. The investors must understand that it is possible that they may receive the minimum redemption amount at maturity, in which case they will suffer a loss which will be equal to the difference between: (A) the issue price they paid, and (B) the nominal value multiplied by the minimum redemption level (less any distributor’s charges, if applicable).]

General Terms

Investment Period ¹ :	[<i>number</i>] months
Linked Stocks/Companies/Funds:	See Table below
Exchange:	The Stock Exchange of Hong Kong Limited (“ Hong Kong Stock Exchange ”)
Worst Performing Stock:	<p>In respect of a Scheduled Trading Day, the Linked Stock within the Basket which generates the lowest percentage calculated in accordance with the formula of Stock Performance set out below.</p> <p>If more than one Linked Stock has the same lowest Stock Performance on a Scheduled Trading Day, the Issuer shall select, in its sole and absolute discretion acting in good faith and in a commercially reasonable manner, any one of such Linked Stocks to be the Worst Performing Stock for that Scheduled Trading Day.</p> $\text{Stock Performance} = \frac{\text{Closing Price of a Linked Stock on such Scheduled Trading Day}}{\text{Initial Stock Price of such Linked Stock}} \times 100\%$ <p>(rounded to the nearest 0.01, with 0.005 or above being rounded upwards)</p>
Initial Stock Price[*]:	<p>See Table below</p> <p>[[<i>For indicative Term Sheet only:</i>] If any of the Initial Stock Prices cannot be recorded on the Start Date due to the occurrence of a Market Disruption Event, the Issue Price held by the Distributor will be released in full to you on the Start Date and the ELIs will not be issued.]</p>
Start Date:	[<i>date</i>] [[<i>For indicative Term Sheet only:</i>] (this is the date when the terms noted with asterisks (*) herein are fixed)]
Issue Date and Payment Date:	[<i>date</i>]
Final Fixing Date:	[<i>date</i>] (subject to adjustment made in accordance with the definition of Final Fixing Date in the Terms and Conditions in page 39 of the Product Booklet)

¹ Being the period from the Start Date to the Maturity Date (both dates inclusive).

Maturity Date: 3 Business Days immediately after the Final Fixing Date, which is expected to be on or about [date], if as a result of the occurrence of a Disrupted Day there is more than one Final Fixing Date with respect to the Linked Stocks in the Basket, then the Maturity Date shall be determined by reference to the Final Fixing Date which is the last to occur.

For the avoidance of doubt, if the Final Fixing Date is a Disrupted Day, the Final Fixing Date referred to here means the Adjusted Final Fixing Date.

Valuation Time: The Scheduled Closing Time of the Exchange or a Related Exchange, or if the Exchange or such Related Exchange closes prior to or after its Scheduled Closing Time, the actual closing time for its regular trading session.

Offer Period: [time] on [date] to [time] on [date] (may change without prior notice)

Issue Size[*]: [number] ELI[s]

Issue Price: [percentage]% of the Nominal Value

Settlement Currency: [currency]

Nominal Value: [currency and amount] per ELI

Minimum Investment Amount: [currency and amount] ([number] ELIs) [(for applications made through the internet banking)]

[[currency and amount] ([number] ELIs) [(for applications made through channels other than internet banking)]]

Minimum Transfer Amount: Nominal Value (being 1 ELI)

Settlement at Maturity Terms

Final Stock Price: For each Linked Stock, the Closing Price of such Linked Stock on the Exchange at the Valuation Time on the Final Fixing Date. If the Final Stock Price of any Linked Stock cannot be determined due to the reason that the Final Fixing Date is a Disrupted Day, such Final Stock Price will be determined on the Adjusted Final Fixing Date. For other Linked Stocks the Final Fixing Date of which is not a Disrupted Day, the Final Stock Prices of those Linked Stocks will be determined on the original Final Fixing Date.

Settlement At Maturity: Provided that the ELIs have not been terminated early in respect of each ELI, the following will be paid to the ELI holder:

- (a) if the Final Stock Price of the Worst Performing Stock as of the Final Fixing Date is at or above its Initial Stock Price, cash payment of the sum of 100% of Nominal Value and the Potential Upside Cash Distribution Amount; or
- (b) if the Final Stock Price of the Worst Performing Stock as of the Final Fixing Date is below its Initial Stock Price, cash payment of the Minimum Redemption Amount.

Potential Upside Cash Distribution Amount:

An amount in the Settlement Currency calculated in accordance with the following formula, rounded to the nearest 0.01, with 0.005 or above being rounded upwards, save in the case of JPY, rounded to the nearest whole JPY, with 0.5 or above being rounded upwards:

$$\text{Nominal Value} \times \text{Cash Distribution Rate}$$

Cash Distribution Rate:

The higher of:

- (i) Base Cash Distribution Rate; and
- (ii) The rate calculated in accordance with the following formula (calculated to 4 decimal places, 0.00005 being rounded upwards):

$$\left(\frac{\text{Final Stock Price of the Worst Performing Stock as of the Final Fixing Date}}{\text{Initial Stock Price of the Worst Performing Stock as of the Final Fixing Date}} - 1 \right) \times 100\%$$

Base Cash Distribution Rate:

[percentage]%

Minimum Redemption Amount:

An amount in the Settlement Currency calculated in accordance with the following formula, rounded to the nearest 0.01, with 0.005 or above being rounded upwards, save in the case of JPY, rounded to the nearest whole JPY, with 0.5 or above being rounded upwards:

$$\text{Nominal Value} \times \text{Minimum Redemption Level}$$

(rounded down to the nearest 0.01, save in the case of JPY, rounded down to the nearest whole JPY)

Minimum Redemption Level:

The higher of:

- (i) the Base Redemption Level; and
- (ii) the percentage calculated in accordance with the following formula (calculated to 4 decimal places, 0.00005 being rounded upwards):

$$\left(\frac{\text{Final Stock Price of the Worst Performing Stock as of the Final Fixing Date}}{\text{Initial Stock Price of the Worst Performing Stock as of the Final Fixing Date}} \right) \times 100\%$$

Base Redemption Level:

[percentage]%

Other Terms

Terms and Conditions:

See “Terms and Conditions of Hang Seng Basket PUCD PCP ELIs” in Appendix A to the Product Booklet and the final Term Sheet [[For indicative Term Sheet only:] available for inspection from the Arrangers (at 83 Des Voeux Road Central, Hong Kong) or the relevant Distributor(s) during business hours].

Business Day Centre(s):	[Hong Kong] [city(ies) required to be open to facilitate payment] [settlement system(s)] [T2]
Issuer <i>[[For indicative Term Sheet only:]</i> and sole Distributor]:	Hang Seng Bank Limited (incorporated in Hong Kong with limited liability) and Issuer's inquiries or complaints hotline is 2822-0228.
<i>[[For indicative Term Sheet only:]</i> Distributor(s):	<i>[[Distributors' names and inquiries hotline]]</i>
Arrangers:	Hang Seng Bank Limited, Hang Seng Investment Management Limited and Hang Seng Securities Limited
Registrar:	Hang Seng Bank Limited, Singapore Branch
Calculation Agent:	Hang Seng Bank Limited
ISIN:	<i>[Number]</i> [Not applicable]
Form of ELI:	Registered ELI.
Any clearing system(s) other than Euroclear and/or Clearstream, Luxembourg:	[The ELIs will be settled directly with the Issuer. The Global Certificate for the Series will be registered in the name of and deposited with Hang Seng (Nominee) Limited, the nominee of the Issuer. The ELIs must be held through an account with the Issuer as further described in the Information Memorandum.] [Not applicable and the clearing system[s] <i>is</i> <i>are</i> Euroclear <i>and</i> Clearstream, Luxembourg] as further described in the Information Memorandum.]
Listing:	Unlisted
Governing Law of the Hang Seng Basket PUCD PCP ELIs:	Laws of Hong Kong Special Administrative Region of the People's Republic of China.
<i>[[For indicative Term Sheet only:]</i> Internet Banking Application:	<i>[[Applicable. Please ask your Distributor for details] [Not applicable]]</i>

Table:

Linked Stock/Company or Fund	Stock Code	Underlying Currency	Initial Stock Price [*]
[name]	[code]	[HKD] [RMB] <i>[other currency]</i>	[the Closing Price of the Linked Stock on the Exchange at the Valuation Time on the Start Date] [the market spot price of the Linked Stock as agreed between the Issuer and the investor on the Start Date] [, being [number]]
[name]	[code]	[HKD] [RMB] <i>[other currency]</i>	[the Closing Price of the Linked Stock on the Exchange at the Valuation Time on the Start Date] [the market spot price of the Linked Stock as agreed between the Issuer and the investor on the Start Date] [, being [number]]

[[For indicative Term Sheet only:]

Commission

Except where we also act as a Distributor, we allow a discount or may pay a commission to the Distributors. We may revise the commission in light of market conditions in the future and any such revision will be disclosed in this Term Sheet. Distributor(s)' commissions and other transaction costs including our cost of hedging are subsumed in the issue price.

Cancellation of offer

We reserve the right to cancel the offering of this series of ELIs on or before the end of the Offer Period. Upon such cancellation, we will notify the Distributors who will in turn notify you. Please contact the Distributors for details on how and when your purchase monies will be refunded to you in such circumstances. Neither we nor your Distributor will charge you any fee for such cancellation and refund.

Information relating to the Linked Stocks

All the Linked Stocks are listed on the Exchange and each Company or Fund (as the case may be) is required by the Exchange to continuously disclose information that has a material impact on market activity in and the price of their securities. You can also find information (including its published audited consolidated financial statements and interim financial statements (if any)) about the relevant Company and/or the relevant Fund (as the case may be) on the website operated by the Exchange: [<http://www.hkexnews.hk>]. You may obtain historic stock price information of the relevant Company and/or the relevant Fund (as the case may be) on the website operated by the Exchange at [<http://www.hkex.com.hk>].

Information included on these third parties' websites in the paragraph above does not form part of the offering documents for the ELIs. We do not accept any responsibility for information on those third parties' websites.

[[Risk factor to be inserted where a Linked Stock is a newly listed share or fund with less than 60 consecutive Business Days of trading history on The Stock Exchange of Hong Kong Limited:]] **Newly Listed Stocks]**

[[Each of] [insert Linked Stock] [and [insert Linked Stock]] (the “Newly Listed Stock[s]”) was listed on The Stock Exchange of Hong Kong Limited on [date] [and [date] respectively]. Prior to the listing of the Newly Listed Stock[s], there had been no public market for the Newly Listed Stock[s] and an active public market for the Newly Listed Stock[s] may not develop or be sustained in the future. You will not be able to analyse or compare the trading history of the Newly Listed Stock[s], particularly in relation to either the volatility or liquidity which may have an impact on the return on your investment.

Although the Newly Listed Stock[s] [is][are] listed on The Stock Exchange of Hong Kong Limited, there is no guarantee that a trading market for the Newly Listed Stock[s] will develop or, if a market does develop, the liquidity of that market. Also, the price and trading volume of the Newly Listed Stock[s] may be highly volatile subject to the market sentiment, and may be more volatile than would generally be expected for a stock that has a longer trading history.]

[Risk Factor to be inserted where a Linked Stock is a share or unit in a fund:]

[Risk related to ELIs linked to a fund

[Each of] [insert Linked Stock] [and [insert Linked Stock]] is a share or unit in a fund. Neither we nor our affiliates have the ability to control or predict the actions of the manager of such fund. The performance of the fund assets is significantly dependent upon the capabilities of the management team of the manager. The manner in which the fund assets are managed and the timing of such decisions will have a significant impact on the performance of the fund assets, and hence, on the performance of Linked Stock and the ELIs. The manager is not involved in the offer of the ELIs in any way and has no obligation to consider your interests in taking any action that might affect the market price of the Linked Stock and, in turn, affect the ELIs.

[[*Risk factor to be inserted where Linked Stock is a share or unit of an exchange traded fund:*] In addition, an exchange traded fund is exposed to the political, economic, currency and other risks related to the underlying asset pool or index that the exchange traded fund is designed to track. There may be disparity between the performance of the exchange traded fund and the performance of the underlying asset pool or index. The exchange traded fund may trade at a higher premium or discount to its net asset value.]

[[*Insert where the exchange traded fund adopts a synthetic replication investment strategy:*] The exchange traded fund adopts a synthetic replication investment strategy to achieve its investment objectives by investing in financial derivative instruments linked to the performance of an underlying asset pool or index that the exchange traded fund is designed to track (“**synthetic exchange traded fund**”). You should also note that:

- (a) investments in financial derivative instruments will expose the synthetic exchange traded fund to the credit, potential contagion and concentration risks of the counterparties who issued such financial derivative instruments. As such counterparties are predominantly international financial institutions, the failure of one such counterparty may have a negative effect on other counterparties of the synthetic exchange traded fund. Even if the synthetic exchange traded fund has collateral to reduce the counterparty risk, there may still be a risk that the market value of the collateral has fallen substantially when the synthetic exchange traded fund seeks to realise the collateral;
- (b) the synthetic exchange traded fund may be exposed to higher liquidity risk if the synthetic exchange traded fund invests in financial derivative instruments which do not have an active secondary market. Such derivatives may have to be valued or sold at a much lower price than those with an active secondary market given a wider bid-offer spread in the price of the derivatives. This may result in losses in the synthetic exchange traded fund.]

[[*Risk factor to be inserted where a Linked Stock is shares or units of an exchange traded fund investing through the QFI regimes and/or China Connect:*] [Each of] [insert Linked Stock] [and [insert Linked Stock]] is shares or units of an exchange traded fund issued and traded outside the mainland China with direct investment in the securities market in the mainland China through the Qualified Foreign Institutional Investor regime and RMB Qualified Foreign Institutional Investor regime (collectively, “**QFI regimes**”) and/or the Shanghai-Hong Kong Stock Connect and Shenzhen-Hong Kong Stock Connect (collectively, “**China Connect**”) (“**China ETFs**”). You should note the additional risks below:

- (a) the policy and rules for the QFI regimes and China Connect prescribed by the PRC central government are subject to change, and there may be uncertainty to its implementation. Such uncertainty and potential change of the laws and regulations for the QFI regimes and China Connect may adversely impact on the performance of a China ETF, and may also have potential retrospective effect. These changes may in turn adversely affect the performance or market value of our ELIs;
- (b) a China ETF primarily invests in securities traded in the securities markets in the mainland China and is subject to concentration risk. Investment in the securities markets in the mainland China (which are inherently stock markets with restricted access) involves certain risks and special considerations as compared with investment in more developed economies or markets, such as greater political, tax, economic, foreign exchange, liquidity and regulatory risks. The operation of China ETF may also be affected by interventions by the applicable government(s) and regulators in the financial markets. This may adversely affect the performance of the China ETF, and may in turn adversely affect the performance of our ELIs;
- (c) there are risks and uncertainties associated with the current mainland Chinese tax laws applicable to China ETFs investing in the mainland China through the QFI regimes and/or China Connect. Although China ETFs may have made a tax provision in respect of potential tax liability, such tax provision may be excessive or inadequate. Any shortfall between such tax provision and the actual tax liabilities may be covered by the assets of the China ETFs and may therefore adversely affect the performance of the China ETF and the potential payout of our ELIs; and

- (d) trading of securities invested by a China ETF under the China Connect will be subject to a daily quota which is utilised on a first-come-first-serve basis under the China Connect. In the event that the daily quota under the China Connect is reached, the manager may need to suspend creation of further shares or units of the China ETF, and therefore may affect liquidity in share or unit trading of the China ETF. In such event, the trading price of a share or unit the China ETF is likely to be at a significant premium to its net asset value, and may be highly volatile. The People's Bank of China and the State Administration of Foreign Exchange have published the detailed implementation rules removing the investment quota allocated to such China ETF under the QFI regimes with effect from 6 June 2020.

Although the shares or units of a China ETF are listed on the Hong Kong Stock Exchange, there is no guarantee that an active trading market for such shares or units will sustain or, if an active market does develop, liquidity of that market can be sustained. Also, the price and trading volume of the shares or units of China ETFs may be highly volatile subject to the market sentiment, and may be more volatile than would generally be expected for exchange traded funds with a longer trading history.

The above risks may have a significant adverse impact on the performance of the shares or units of China ETF and the performance or market value of our ELIs, in which case you may sustain a loss in your investment.

Please read the offering documents of the relevant China ETF to understand its key features and risks.]

[[Risk factor to be inserted where a Linked Stock is a real estate investment trust:] [Each of] [insert Linked Stock] [and [insert Linked Stock]] is a real estate investment trust. The investment objective of a real estate investment trust is to invest in a real estate portfolio. The real estate investment trust is exposed to the risks relating to investments in real estate, including but not limited to (a) adverse changes in political or economic conditions; (b) changes in interest rates and the availability of debt or equity financing and (c) any uninsurable losses. There may also be disparity between the market price of the units of the real estate investment trust and the net asset value per unit. This is because the market price of the units of the real estate investment trust also depends on many factors, including but not limited to (a) the market value and perceived prospects of the real estate portfolio; (b) changes in economic or market conditions; and (c) changes in market valuations of similar companies.]

Please read the offering documents for the relevant Fund for more details. Please refer to the section headed "Risk Factors" on page 10 in the Product Booklet for further information.]

[Risk factor to be inserted where a Linked Stock is traded through the multiple counter model:]

[Risk factors specific to Linked Stock consisting of shares of a company or shares or units of a fund which are traded through the multiple counter model]

[Each of] [insert Linked Stock] [and [insert Linked Stock]] consists of shares of a Company or shares or units of a Fund which are traded in HKD and one or more foreign currencies (such as RMB and/or USD) (each a "Foreign Currency") separately through the multiple counter model of the Exchange. Please see the Underlying Currency(ies) of our ELIs under the section headed "General Terms" of this Term Sheet. You need to consider the following additional risks in light of the novelty and relatively untested nature of the Hong Kong Stock Exchange's multiple counters model:

- (a) the ELIs may relate to the HKD-traded or Foreign Currency-traded shares or units. If the Linked Stock is the shares or units traded in one currency counter, movements in the trading prices of the shares or units traded in another currency counter should not directly affect the performance or market value of the ELIs;
- (b) if there is a suspension of inter-counter transfer of such shares or units between different currency counters for any reason, such shares or units will only be able to be traded in the relevant currency counter on the Hong Kong Stock Exchange, which may affect the demand and supply of the Linked Stock and have adverse effect on the performance or market value of the ELIs; and

- (c) the trading price on the Hong Kong Stock Exchange of shares or units traded in one currency counter may deviate significantly from the trading price on the Hong Kong Stock Exchange of shares or units traded in another currency counter due to different factors, such as market liquidity, foreign exchange conversion risk, supply and demand in each counter and exchange rate fluctuation. Changes in the trading price of the Linked Stock in the relevant currency counter (as the case may be) may adversely affect the performance or market value of the ELIs.

Please read the offering documents of the relevant shares of a company or shares or units of a fund which are traded through the multiple counter model to understand its key features and risks.]

[*Risk factor to be inserted where our ELIs are denominated in RMB and/or linked to a Linked Stock that is traded in RMB:*]

[Other risk factors specific to RMB-denominated ELIs and/or RMB-traded Linked Stock

You should note the following additional risks:

(i) *Offshore RMB exchange rate risks*

While both onshore Renminbi (i.e. Renminbi traded in the mainland China) (“**onshore RMB**”) and offshore Renminbi (i.e. Renminbi traded outside the mainland China) (“**offshore RMB**”) are the same currency, they are traded in different and separate markets operating under different regulations and independent liquidity pool. Onshore RMB and offshore RMB are currently traded in different markets with different exchange rates, whereby their exchange rate movements may not be in the same direction or magnitude. The offshore RMB exchange rate may deviate significantly from the onshore RMB exchange rate.

The offshore RMB exchange rate will be affected by, amongst other things, the PRC central government’s foreign exchange control, which may adversely affect your potential return under our ELIs when you convert RMB into such other currency, or vice versa. Non RMB-based investors may have to convert their home currency into RMB when investing in RMB-denominated ELIs. Such investors may also have to convert payments made on such ELIs (or proceeds from selling the RMB-traded Linked Stock delivered to such investors under our ELIs) back to their home currency. During these processes, such investors will incur currency conversion costs and be exposed to risk of fluctuation in the offshore RMB exchange rate against their home currency.

Please note that like other foreign currencies, the offshore RMB exchange rate may rise or fall. There is no guarantee that RMB will not depreciate. Our ELIs denominated in RMB shall not be used as an investment for speculating in the appreciation of RMB.

(ii) *Limited pool of RMB outside mainland China*

RMB is subject to foreign exchange control and restrictions by the PRC central government.

There may be additional rules, regulations and restrictions under contemplation or to be issued by the relevant Hong Kong or PRC authorities that may be relevant to your investment in such ELIs. You should check with your distributor for updates and details.

There is currently a limited pool of RMB outside mainland China. Should the PRC central government tighten its foreign exchange control over the cross border movements between onshore RMB and offshore RMB, the liquidity in RMB is likely to be adversely affected. Such limitation on liquidity in RMB may increase our unwind cost on any hedging arrangements relating to the ELIs denominated in RMB or the ELIs linked to RMB-traded linked stock which in turn may adversely affect the market value of such ELIs.

(iii) *Payment postponement for RMB disruption event*

In the case where the Settlement Currency is RMB, upon the occurrence of an RMB disruption event (i.e. an event that, in the determination of the Calculation Agent in its sole and absolute discretion acting in good faith and a commercially reasonable manner, makes it impossible for us (a) to obtain a firm quote of a price quoted in USD against RMB in respect of any amount due and payable in RMB under the ELIs in the RMB exchange market in Hong Kong (except due to issues

relating to our creditworthiness), (b) to convert any amount due and payable in RMB under the ELIs in the RMB exchange market in Hong Kong (except due to issues relating to our creditworthiness) and/or (c) to transfer RMB between accounts inside Hong Kong) on a scheduled date of payment, payment of the settlement at maturity and/or the early termination amount in cash may be postponed up to the third business day after 10 business days following such original scheduled date of payment. If the RMB disruption event continues to exist for 10 business days after such original scheduled date of payment, we will make such payment in a HKD equivalent amount by using the offshore RMB exchange rate against HKD as of such tenth business day as determined by the Calculation Agent in its sole and absolute discretion acting in good faith and in a commercially reasonable manner. Please refer to “What happens if an RMB disruption event occurs on a scheduled date of payment?” on page 28 of the Product Booklet for further details.

The occurrence of an RMB disruption event could delay a payment to you under the ELIs. We will not pay any extra amount (such as interest) for any delay in making such payment. You may suffer potential loss in interest which could otherwise be earned through placing the relevant amount in a bank deposit had there not been a delay in making such payment. In addition, if such payment is made in a HKD equivalent amount, you will also be exposed to the risk of fluctuation in the offshore RMB exchange rate against HKD. If offshore RMB depreciates significantly against HKD following the occurrence of an RMB disruption event, you will suffer a loss in HKD terms as the HKD equivalent amount paid to you will be substantially less than the value of the relevant amount payable in RMB on the original payment date in HKD terms (calculated based on the offshore RMB exchange rate against HKD prior to the occurrence of the RMB disruption event).

(iv) *RMB interest rate risk*

The interest rate for offshore RMB may be different from the interest rate for onshore RMB. The interest rate for offshore RMB and the interest rate for onshore RMB are currently traded in different markets with different rates, whereby their movements may not be in the same direction or magnitude. The interest rate for offshore RMB may deviate significantly from the interest rate for onshore RMB. Interest rates for onshore RMB are controlled by the PRC central government. The PRC central government has gradually liberalised the regulations of interest rates in recent years. In the case where there would be any further liberalisation of the interest rate for onshore RMB, such further liberalisation may affect the interest rate for offshore RMB. The market value of the ELIs may be adversely affected by the fluctuations in the interest rate for offshore RMB.]

Fees and Charges

Although there are no explicit charges, transaction costs, any fees and charges incurred by the Issuer, whether to enter into linked investments or hedging agreements or for operational or administrative purposes and profit margins, if any, are already indirectly contained in and subsumed into the calculation of the issue price and sell back price under the ELIs.

Offering Documents

The offer of this series of ELIs is made solely on the basis of the information contained in the Information Memorandum, the Financial Disclosure Document, the Product Booklet, any addendum to these documents and this indicative Term Sheet. The information contained in the Information Memorandum, the Financial Disclosure Document, and the Product Booklet and any addendum to these documents (taken together with, and as updated by, the indicative Term Sheet) is accurate at the date of the indicative Term Sheet.

Hang Seng Bank Limited as the Issuer and the Product Arranger accepts full responsibility for the contents of, and the completeness and accuracy of the information contained in the offering documents and confirms, having made all reasonable enquiries, that to the best of our knowledge and belief there is no untrue or misleading statement, or other facts the omission of which would make any statement therein untrue or misleading.

As at the date of this Term Sheet, Hang Seng Bank Limited (as the Issuer and the Product Arranger) confirms that it meets all eligibility requirements applicable to issuers and product arrangers under the Code on Unlisted Structured Investment Products (“Code”) issued by the SFC respectively and the ELIs comply with the Code.

On-going Disclosure Obligations

We (as the Issuer and the Product Arranger) will keep the SFC and the Distributors of our ELIs informed as soon as reasonably practicable if (a) we (as the Issuer) cease to meet any eligibility requirements applicable to issuers under the Code; (b) we (as the Product Arranger) cease to meet any eligibility requirements applicable to product arrangers under the Code and (c) to the extent permitted by any applicable law, there are any changes in our financial condition or other circumstances which could reasonably be expected to have a material adverse effect on our ability (as the Issuer) to fulfil our commitments in connection with our ELIs. Your distributor will in turn inform you. Please contact your distributor for further details.

Market Making Arrangements

If you intend to purchase the ELIs, you should be willing to hold such ELIs until maturity. The ELIs are not listed on any exchange. The Issuer acting as the market agent will make a market for the ELIs on each exchange business day from and excluding the Issue Date to and including the third exchange business day before the Final Fixing Date (each such day shall be known as a “**Market Making Day**”). The minimum transfer amount under our market making arrangements is the Nominal Value (being 1 ELI). Please refer to the section headed “**Market making arrangements**” on pages 30 to 31 in the Product Booklet.

For an application for sell-back order to be dealt with on a particular Market Making Day, the application must be received by the Distributor prior to 3:00 p.m. on that Market Making Day. In order for your limit sell back order to be executed at the quoted firm bid price, you must place such order immediately upon the receipt of the quoted firm bid price without any delay. Otherwise, your limit sell back order will not be executed if the prevailing firm bid price falls below the quoted firm bid price.

The executed firm bid price will be set out in the contract note which will be sent to you within 2 business days after the relevant Market Making Day. The amount will be credited to your account on the third business day after the relevant Market Making Day. You can contact your distributor to enquire about the sell back order any time before you receive the contract note.

Post-Sale Cooling-off Period

[If you change your mind after you have placed an order for our ELIs with an investment period over 1 year, you can send a notice to your distributor within the period starting from the day you place the order to 5 business days after the end of the Offer Period. The distributor will only accept cancellation or unwinding of your order in whole (but not in part). If your distributor receives your notice after any of the Initial Stock Prices is recorded on the Start Date, the Issuer will charge HKD500 as handling fee. Your distributor may also charge you additional handling fee, and you should ask your distributor for details.]

[Post-Sale Cooling-off period arrangement is not applicable.]

Please refer to the section headed “Post-sale cooling-off period” on pages 29 to 30 in the Product Booklet.

Risk Factors

ELIs involve various investment risks. Please refer to the section headed “IMPORTANT RISK WARNING” provided in this Term Sheet and the sections headed “Risk Factors” in each of the Information Memorandum and the Product Booklet.

SFC Disclaimer Statement

The SFC has authorised the ELIs under Section 104A(1) of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) (“SFO”) and the issue of the indicative Term Sheet based on the standard format set out in Appendix B to the Product Booklet as part of the offering documents for ELIs under Section 105(1) of the SFO. The SFC takes no responsibility for the ELIs or the contents of this document, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document. The SFC’s authorisation does not imply its endorsement or recommendation of the ELIs referred to in this document nor does it imply that the SFC guarantees the commercial merits of the ELIs or their performance. The SFC’s authorisation does not mean the ELIs are suitable for all investors nor is it an endorsement of their suitability for any particular investor or class of investors. Interested persons should consider obtaining independent advice before investing in the ELIs.

[Updated information and] [No/no] material adverse change and material litigation

[The [[NUMBER][st] [nd] [rd] [th] paragraph under the] [sub-]section headed [TITLE] on page[s] [NUMBER] [to [NUMBER]] of [DOCUMENT] shall be [deleted] [replaced] [amended] [supplemented] by the following:] [[deleted] [replaced] [amended] [supplemented], the details of which are set out in an addendum dated [DATE]] [The following shall be added after the [[NUMBER][st] [nd] [rd] [th] paragraph under the] [sub-]section headed [TITLE] on page[s] [NUMBER] [to [NUMBER]] of [DOCUMENT]:]

[DETAILS OF CHANGES]

[Save as disclosed above,] [t][T]here has been (i) no change in the financial position or other circumstances; and (ii) no litigation proceeding against us, nor are we aware of any claims pending or, to our knowledge, threatened against us, which could reasonably be expected to have a materially adverse effect on the ability of the Issuer to fulfill its commitments in connection with the ELIs, in each case since the date of our latest financial statements in the Financial Disclosure Document and any addendum thereto.]

[[For final Term Sheet only:] SFC Disclaimer Statement

The SFC takes no responsibility as to the contents of this document, the standard format of which is set out in Appendix B to the Product Booklet. The SFC’s authorisation does not imply the SFC’s endorsement of the Terms and Conditions (as varied, amended or supplemented by this document).]

APPENDIX C SCENARIO ANALYSIS

The following examples are purely hypothetical and do not reflect a complete analysis of all possible gain or loss scenarios. They are included only for illustrating how our Hang Seng Basket PUCD PCP ELIs work, and you must not rely on them as any indication of the expected performance of any linked stock or what the return on our Hang Seng Basket PUCD PCP ELIs might actually be upon maturity of our Hang Seng Basket PUCD PCP ELIs. The following scenarios do not take into account any settlement expenses payable by the investors and any exchange rate fluctuations between the currency in which our Hang Seng Basket PUCD PCP ELIs are denominated and your home currency. Capitalised terms used in this Appendix C shall have the meanings as set out in the terms and conditions in Appendix A.

This scenario analysis is based on the following terms:

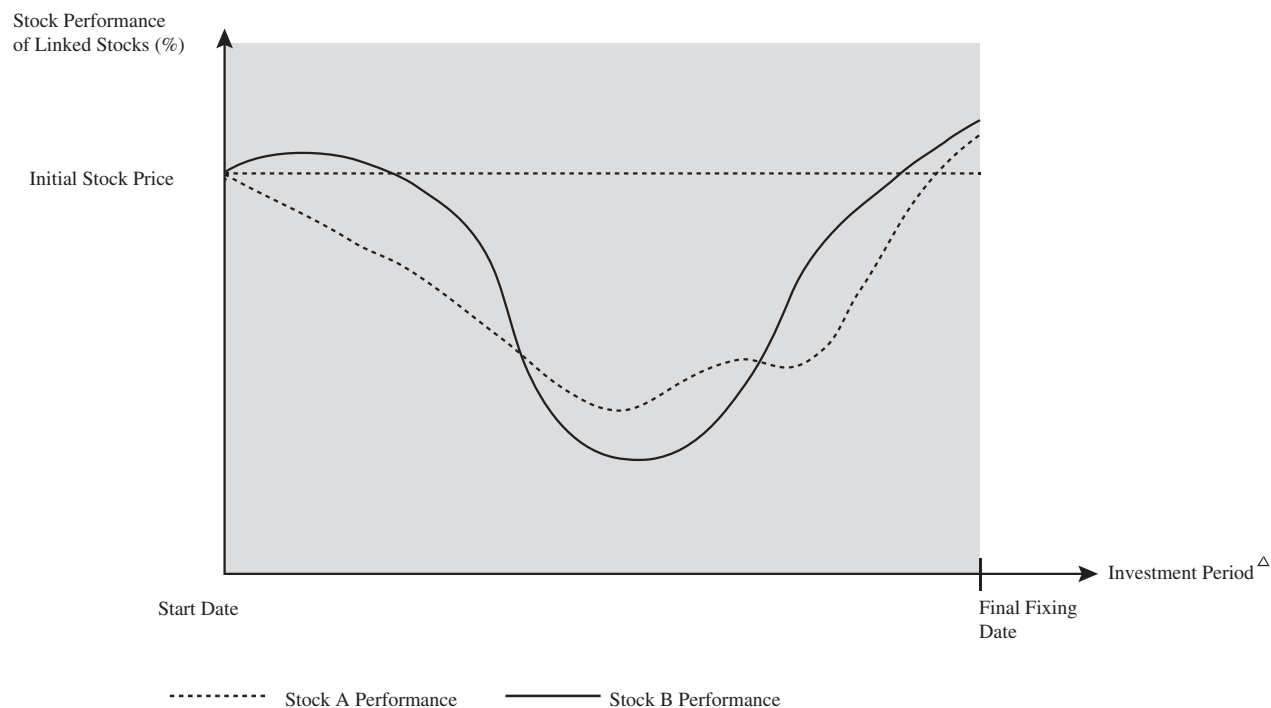
Basket	Stock A and Stock B
Investment Period	3 months
Nominal Value	HKD30,000 per Hang Seng Basket PUCD PCP ELIs (for all scenarios) RMB30,000 per Hang Seng Basket PUCD PCP ELIs (for scenarios II and III)
Issue Price	100% of the Nominal Value
Base Cash Distribution Rate	3.84%
Base Redemption Level	80%
Settlement Currency	Hong Kong dollars (“ HKD ”) for all scenarios Renminbi (“ RMB ”) for scenario II and III
Underlying Currency	HKD

Linked Stock (Stock code)	Initial Stock Price
Stock A	HKD62.5000
Stock B	HKD31.2500

$$\text{Stock performance of a linked stock} = \frac{\text{Closing price of the linked stock on the relevant scheduled trading day}}{\text{Initial stock price of that linked stock}} \times 100\%$$

(rounded to the nearest 0.01, with 0.005 or above being rounded upwards)

I. Gain Case Scenario



Scenarios	Is the Final Stock Price of the Worst Performing Stock at or above its Initial Stock Price?	Settlement At Maturity (per ELI)
<p>On Final Fixing Date, Stock Performance of:</p> <p>Stock A = $\text{HKD}67.50^{\#} \div \text{HKD}62.5000 \times 100\% = 108\%$</p> <p>Stock B = $\text{HKD}34.00^{\#} \div \text{HKD}31.2500 \times 100\% = 108.8\%$</p>	<p>Yes, and the Worst Performing Stock on the Final Fixing Date is Stock A</p>	<p>HKD30,000 + Potential Upside Cash Distribution Amount of HKD2,400⁺</p>

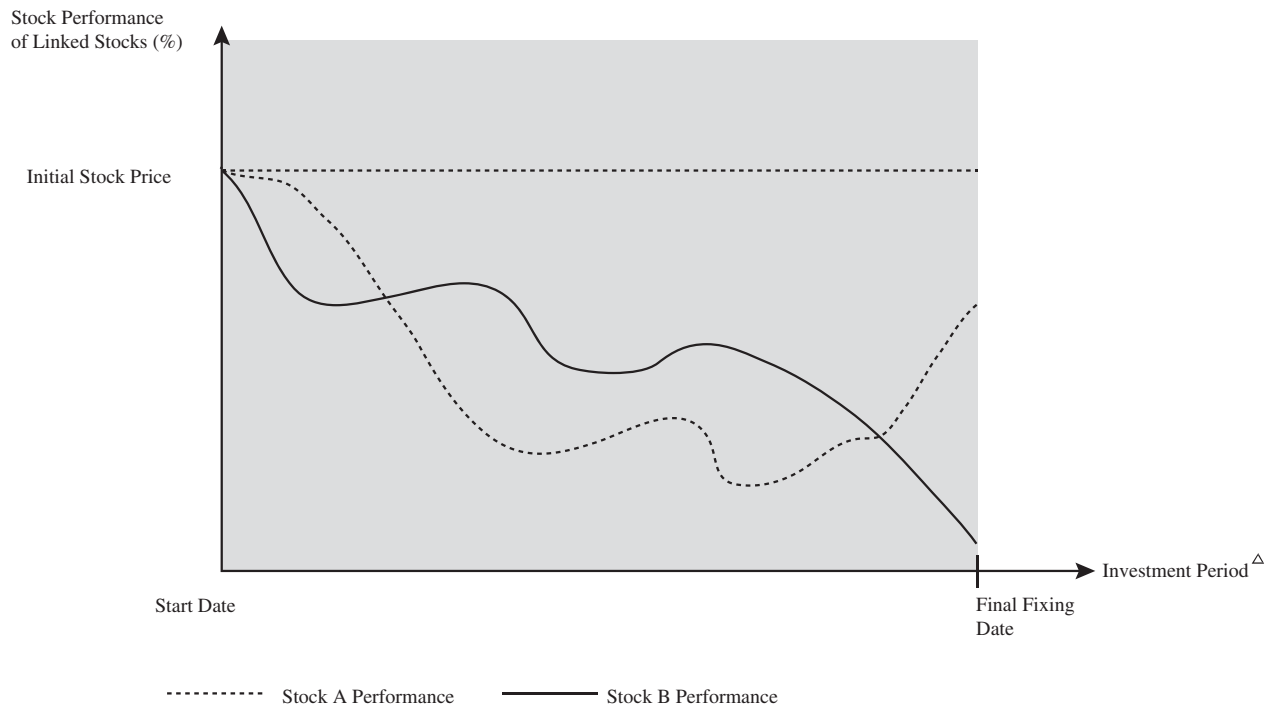
Notes: ^Δ Being the period from the Start Date to the Maturity Date (both dates inclusive).

⁺ In the above scenario analysis, the Cash Distribution Rate is 8%, being the higher of (i) the Base Cash Distribution Rate (being 3.84%) and (ii) $(67.50 \div 62.50 - 1) \times 100\% = 8\%$. Accordingly, the Potential Upside Cash Distribution Amount = $\text{HKD}30,000 \times 8\% = \text{HKD}2,400$.

[#] Assuming that on the Final Fixing Date, the Closing Price of Stock A is HKD67.50 and that of Stock B is HKD34.00.

II. Loss Case Scenario

(i) Settlement At Maturity where the Base Redemption Level applies



Scenarios	Is the Final Stock Price of the Worst Performing Stock at or above its Initial Stock Price?	Settlement At Maturity (per ELI)
<p>On Final Fixing Date, Stock Performance of:</p> <p>Stock A = $\text{HKD}48.00^{\#} \div \text{HKD}62.5000 \times 100\% = 76.8\%$</p> <p>Stock B = $\text{HKD}2.00^{\#} \div \text{HKD}31.2500 \times 100\% = 6.4\%$</p>	<p>No, and the Worst Performing Stock on the Final Fixing Date is Stock B</p>	<p>If the Settlement Currency is HKD: Minimum Redemption Amount of HKD24,000⁺</p> <p>If the Settlement Currency is RMB: Minimum Redemption Amount of RMB24,000⁺</p>

Please note that you will suffer a loss which will be equal to the difference between: (A) the issue price you paid, and (B) the Nominal Value multiplied by the Minimum Redemption Level (less any distributor's charges, if applicable).

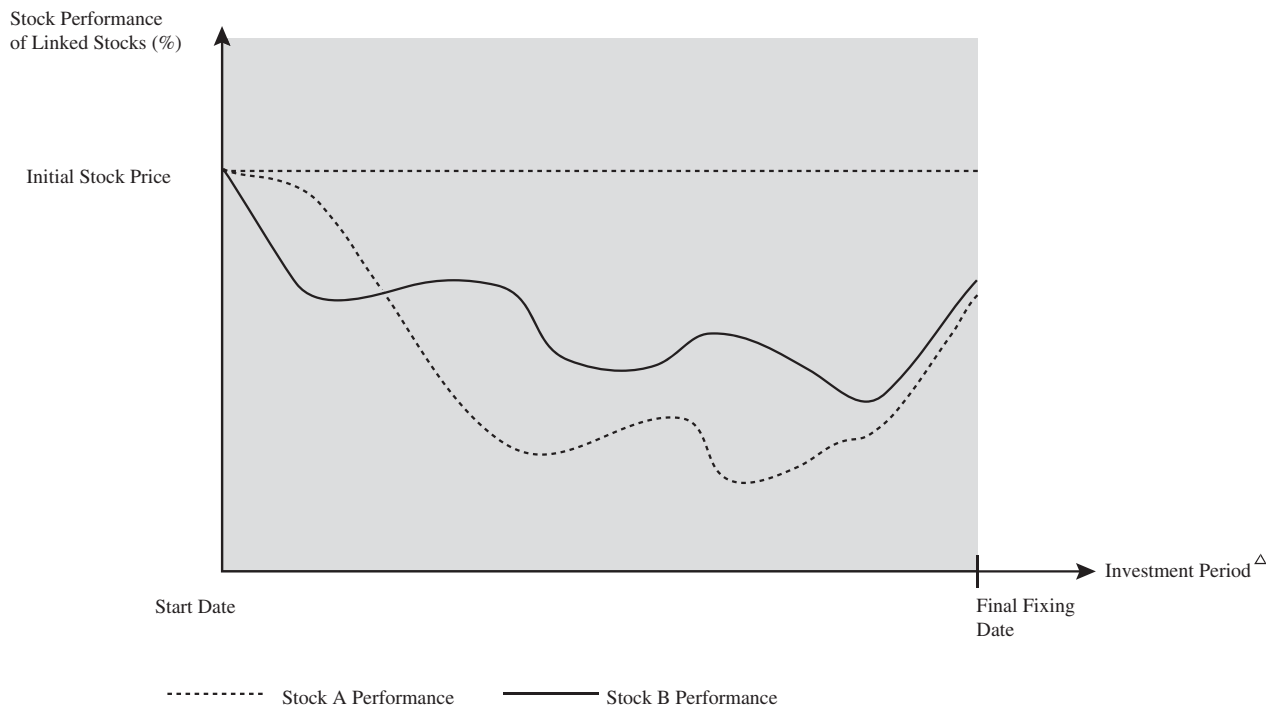
Notes: ^Δ Being the period from the Start Date to the Maturity Date (both dates inclusive).

[#] Assuming that on the Final Fixing Date, the Closing Price of Stock A is HKD48.00 and that of Stock B is HKD2.00.

⁺ In the above scenario analysis, the Minimum Redemption Level is 80%, being the higher of (i) the Base Redemption Level (being 80%) and (ii) $(2 / 31.25) \times 100\% = 6.4\%$. Accordingly, the Minimum Redemption Amount is HKD24,000 (being HKD30,000 x 80%) if the Settlement Currency is HKD or RMB24,000 (being RMB30,000 x 80%) if the Settlement Currency is RMB.

Where the cash payment is denominated in RMB, HKD-based investors are exposed to fluctuations in the exchange rate between HKD and RMB if they convert such payment back to HKD. If investors convert such RMB payment back to their home currency, they are exposed to fluctuations in the exchange rate between such currency and RMB.

(ii) Settlement At Maturity where the Base Redemption Level does not apply



Scenarios	Is the Final Stock Price of the Worst Performing Stock at or above its Initial Stock Price?	Settlement At Maturity (per ELI)
<p>On Final Fixing Date, Stock Performance of:</p> <p>Stock A = $\text{HKD}53.00^{\#} \div \text{HKD}62.5000 \times 100\% = 84.8\%$</p> <p>Stock B = $\text{HKD}28.00^{\#} \div \text{HKD}31.2500 \times 100\% = 89.6\%$</p>	<p>No, and the Worst Performing Stock on the Final Fixing Date is Stock A</p>	<p>If the Settlement Currency is HKD: Minimum Redemption Amount of HKD25,440⁺</p> <p>If the Settlement Currency is RMB: Minimum Redemption Amount of RMB25,440⁺</p>

Please note that you will suffer a loss which will be equal to the difference between: (A) the issue price you paid, and (B) the Nominal Value multiplied by the Minimum Redemption Level (less any distributor’s charges, if applicable).

- Notes: ^Δ Being the period from the Start Date to the Maturity Date (both dates inclusive).
- [#] Assuming that on the Final Fixing Date, the Closing Price of Stock A is HKD53.00 and that of Stock B is HKD28.00.
- ⁺ In the above scenario analysis, the Minimum Redemption Level is 84.8%, being the higher of (i) the Base Redemption Level (being 80%) and (ii) $(53 / 62.5) \times 100\% = 84.8\%$. Accordingly, the Minimum Redemption Amount is HKD25,440 (being HKD30,000 x 84.8%) if the Settlement Currency is HKD or RMB25,440 (being RMB30,000 x 84.8%) if the Settlement Currency is RMB.

Where the cash payment is denominated in RMB, HKD-based investors are exposed to fluctuations in the exchange rate between HKD and RMB if they convert such payment back to HKD. If investors convert such RMB payment back to their home currency, they are exposed to fluctuations in the exchange rate between such currency and RMB.

III. Where an RMB Disruption Event occurs and continues to exist for 10 Business Days after the Maturity Date

Taking the loss case scenario (i) above with cash settlement in RMB, if an RMB Disruption Event occurs and continues to exist for 10 Business Days after the Maturity Date, payment will be made in an amount in HKD determined by the Calculation Agent by converting the original amount payable in RMB into HKD using the offshore RMB exchange rate against HKD as of such tenth Business Day as determined by the Calculation Agent in its sole and absolute discretion acting in good faith.

Assuming that the offshore RMB exchange rate against HKD prior to the occurrence of an RMB Disruption Event is 1.25 and RMB depreciates significantly against HKD following the occurrence of an RMB Disruption Event and the offshore RMB exchange rate against HKD as of such tenth Business Day is 0.8, the HKD equivalent amount you will receive is HKD19,200 (being RMB24,000 x 0.8). Therefore, you will suffer a loss of HKD10,800 in HKD terms, as the HKD equivalent amount (i.e. HKD19,200) you will receive is substantially less than the value of the relevant amount payable in RMB on the original payment date in HKD terms (calculated based on the offshore RMB exchange rate against HKD prior to the occurrence of an RMB Disruption Event), being HKD30,000 (being RMB24,000 x 1.25).

IV. The Issuer becomes insolvent during the investment period and fails to honour its obligations

- If the Issuer becomes insolvent during the investment period and fails to honour its obligations under the Hang Seng Basket PUCD PCP ELIs, investors WILL NOT receive any settlement amount on the Maturity Date.
- If the Hang Seng Basket PUCD PCP ELIs are held either (i) through the clearing system or (ii) outside the clearing system through a distributor other than the Issuer, the investor will have to rely on the distributor to take action on his or her behalf to claim as an unsecured creditor of the Issuer. In the worst case scenario, the investor may get nothing back and **the potential maximum loss could be 100% of the original amount invested.**

Please note that these are only hypothetical assumptions and you should not rely on the hypothetical return above as the expected return.

REGISTERED OFFICE OF THE ISSUER AND THE PRODUCT ARRANGER

Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong

ARRANGERS

Hang Seng Bank Limited
Hang Seng Investment Management Limited
Hang Seng Securities Limited
83 Des Voeux Road Central
Hong Kong

SPECIFIED OFFICE OF THE AGENT

Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong

REGISTRAR AND TRANSFER OFFICE

Hang Seng Bank Limited, Singapore Branch
9 Battery Road, #07-01
MYP Centre
Singapore 049910

LEGAL ADVISER

To the Issuer as to Hong Kong law
King & Wood Mallesons
13th Floor
Gloucester Tower
The Landmark
15 Queen's Road Central
Central
Hong Kong