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This announcement and the listing documents attached hereto and referred to herein are for information purposes only and do not constitute an invitation or an offer to acquire, purchase or subscribe for securities.

This announcement does not constitute an offer to sell or the solicitation of an offer to buy any securities in the United States or any other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. The DN Notes (as defined below) will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. There will be no public offering of securities referred to herein in the United States.

This announcement and the listing documents attached hereto and referred to herein have been published for information purposes only as required by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “Listing Rules”) and do not constitute an offer to sell nor a solicitation of an offer to buy any securities. Neither this announcement nor anything referred to herein (including the listing documents attached hereto and referred to herein) forms the basis for any contract or commitment whatsoever. For the avoidance of doubt, the publication of this announcement and the listing documents attached hereto and referred to herein shall not be deemed to be an offer of securities made pursuant to a prospectus issued by or on behalf of the Issuer (as defined below) for the purposes of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) nor shall it constitute an advertisement, invitation or document containing an invitation to the public to enter into or offer to enter into an agreement to acquire, dispose of, subscribe for or underwrite securities for the purposes of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

Notice to Hong Kong investors: The Issuer confirms that the DN Notes are intended for purchase by professional investors (as defined in Chapter 37 of the Listing Rules) only and have been listed on the SEHK on that basis. Accordingly, the Issuer confirms that the DN Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.

PUBLICATION OF SUPPLEMENTAL OFFERING MEMORANDUM

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION OF THE PEOPLE’S REPUBLIC OF CHINA (the “Issuer”)

Issue of

**U.S.\$200,000,000 4.625 per cent. Digitally Native Notes due 2026 (the “USD DN Notes”)
(Stock Code: 4276)**

**EUR80,000,000 3.500 per cent. Digitally Native Notes due 2026 (the “EUR DN Notes”)
(Stock Code: 4277)**

**CNY1,500,000,000 2.90 per cent. Digitally Native Notes due 2026 (the “CNY DN Notes”)
(Stock Code: 84488)**

**HK\$2,000,000,000 3.80 per cent. Digitally Native Notes due 2026 (the “HKD DN Notes”)
(Stock Code: 4278)**

under the

HK\$200,000,000,000 Global Medium Term Note Programme (the “Programme”)

Programme Arrangers

CRÉDIT AGRICOLE CIB

HSBC

Joint Global Coordinators, Joint Lead Managers and Joint Bookrunners

**BANK OF CHINA (HONG KONG)
GOLDMAN SACHS (ASIA) L.L.C.
ICBC (ASIA)**

**CRÉDIT AGRICOLE CIB
HSBC
UBS**

Clearing and Settlement System

CMU OPERATED BY THE HONG KONG MONETARY AUTHORITY

Platform Provider

HSBC

Joint Green Structuring Banks

CRÉDIT AGRICOLE CIB

HSBC

This announcement is issued pursuant to Rule 37.39A of the Listing Rules.

Reference is made to the announcement of the publication of offering memorandum dated 11 December 2023 in relation to the Programme (the “**Offering Memorandum**”) on the SEHK dated 12 December 2023 published by the Issuer (available at <https://www1.hkexnews.hk/listedco/listconews/sehk/2023/1212/2023121200373.pdf>) and the notice of listing of the USD DN Notes, the EUR DN Notes, the CNY DN Notes and the HKD DN Notes (together, the “**DN Notes**”) on the SEHK dated 7 February 2024 published by the Issuer.

The supplemental offering memorandum relating to the DN Notes dated 6 February 2024 (which include the pricing supplement for the USD DN Notes, the pricing supplement for the EUR DN Notes, the pricing supplement for the CNY DN Notes and the pricing supplement for the HKD DN Notes, each dated 6 February 2024) is appended to this announcement.

Hong Kong

8 February 2024

Appendix – Supplemental Offering Memorandum relating to the DN Notes

IMPORTANT NOTICE

NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES

IMPORTANT: You must read the following before continuing. The following applies to the supplemental offering memorandum (the “**Supplement**”) following this notice, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Supplement. In accessing the Supplement, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, any time you receive any information from the Issuer and/or the Joint Lead Managers (each as defined in the Supplement) as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES DESCRIBED IN THE SUPPLEMENT HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTIONS OF THE U.S. AND MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (“**REGULATION S**”)), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

THE SUPPLEMENT MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE SUPPLEMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

Confirmation of your representation: In order to be eligible to view the Supplement or make an investment decision with respect to the securities described in the Supplement, investors must not be located in the United States. The Supplement is being sent to you at your request and by accepting the email and accessing the Supplement, you shall be deemed to have represented to the Issuer, the Joint Lead Managers that (1) you are not in the United States, that the e-mail address that you gave us and to which this e-mail has been delivered is not located in the United States, its territories or possessions, and you consent to delivery of the Supplement and any amendments or supplements thereto by electronic transmission, (2) you are a person who is permitted under applicable law and regulation to receive the Supplement and (3) you consent to delivery of such Supplement by electronic transmission. If this is not the case, you must return the Supplement to us immediately.

You are reminded that the Supplement has been delivered to you on the basis that you are a person into whose possession the Offering Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver or disclose the contents of the Supplement to any other person.

The Supplement is being furnished in connection with an offering in offshore transactions outside the United States in compliance with Regulation S under the Securities Act solely for the purpose of enabling a prospective investor to consider the purchase of the securities described in the Supplement.

The Supplement does not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that an offering of securities described herein be made by a licensed broker or dealer and any Joint Lead Manager (as defined in the Supplement) or any affiliate of any Joint Lead Manager is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Joint Lead Manager or such affiliate on behalf of the Issuer or holders of the applicable securities in such jurisdiction. The Supplement has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Issuer, the Joint Lead Managers, the Agents (as defined in the Supplement) or any person who controls them nor any director, officer, employee, affiliate, adviser or agent of them accepts any liability or responsibility whatsoever in respect of any difference between the Supplement distributed to you in electronic format and the hard copy version available to you on request from the Issuer or the Joint Lead Managers (as the case may be).

Please ensure that your copy of the Supplement is complete. You are responsible for protecting against viruses and other destructive items. Your use of this e-mail is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.



The Government of the Hong Kong Special Administrative Region of the People's Republic of China

U.S.\$200,000,000 4.625 per cent. Digitally Native Notes due 2026 (the "USD DN Notes")
EUR80,000,000 3.500 per cent. Digitally Native Notes due 2026 (the "EUR DN Notes")
CNY1,500,000,000 2.90 per cent. Digitally Native Notes due 2026 (the "CNY DN Notes")
HK\$2,000,000,000 3.80 per cent. Digitally Native Notes due 2026 (the "HKD DN Notes")
issued under the
HK\$200,000,000,000

Global Medium Term Note Programme

Issue Price for the USD DN Notes: 99.766 per cent.
Issue Price for the EUR DN Notes: 99.781 per cent.
Issue Price for the CNY DN Notes: 100.00 per cent.
Issue Price for the HKD DN Notes: 100.00 per cent.

This Supplemental Offering Memorandum (this "Supplement") to the Offering Memorandum dated 11 December 2023 (the "Offering Memorandum") is prepared in connection with the issue of U.S.\$200,000,000 4.625 per cent. Digitally Native Notes due 2026 (the "USD DN Notes"), the EUR80,000,000 3.500 per cent. Digitally Native Notes due 2026 (the "EUR DN Notes"), CNY1,500,000,000 2.90 per cent. Digitally Native Notes due 2026 (the "CNY DN Notes") and HK\$2,000,000,000 3.80 per cent. Digitally Native Notes due 2026 (the "HKD DN Notes"), and together with the USD DN Notes, the EUR DN Notes and the CNY DN Notes, the "Notes" or "DN Notes", and each a "Series" under the HK\$200,000,000,000 Global Medium Term Note Programme (the "Programme") of the Government of the Hong Kong Special Administrative Region of the People's Republic of China (the "Issuer"). Terms defined in the Offering Memorandum have the same meaning when used in this Supplement. This Supplement is supplemental to, and should be read in conjunction with, the Offering Memorandum and any other supplements to the Offering Memorandum issued by the Issuer. This Supplement does not affect any other Notes issued under the Programme.

The DN Notes will have the benefit of a deed of covenant (the "DNN Deed of Covenant") to be dated 7 February 2024 (the "Issue Date") entered into by the Issuer. A fiscal agency agreement dated 5 February 2024 (the "DNN Agency Agreement") has been entered into in relation to the DN Notes between the Issuer, The Hongkong and Shanghai Banking Corporation Limited as the fiscal agent (the "Fiscal Agent"), the principal paying agent (the "Principal Paying Agent") and the other agents named in it. For the avoidance of doubt, (i) the amended and restated trust deed dated 9 September 2022 entered into between the Issuer and The Hongkong and Shanghai Banking Corporation Limited as the trustee (the "Trustee"), and (ii) the agency agreement dated 21 January 2021 entered into between the Issuer, the Trustee and the agents named therein, in each case in relation to the Programme, do not apply to the DN Notes. For a more detailed description of the DN Notes, see "Terms and Conditions of the Digitally Native Notes" beginning on page 22 of this Supplement.

To the extent that there is any inconsistency between (a) any statement in this Supplement and (b) any other statement in or incorporated by reference in the Offering Memorandum, (a) will prevail.

Application will be made to The Stock Exchange of Hong Kong Limited (the "Hong Kong Stock Exchange") for the listing of, and permission to deal in, the DN Notes by way of debt issues to professional investors (as defined in Chapter 37 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) ("Professional Investors") only. This Supplement is for distribution to Professional Investors only.

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

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

The Issuer has been assigned sovereign credit ratings of AA+ by S&P Global Ratings, a division of S&P Global Inc. ("S&P"), AA- by Fitch (Hong Kong) Ltd. ("Fitch") and Aa3 by Moody's. The DN Notes are expected to be assigned credit ratings of AA+ by S&P and AA- by Fitch. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

The DN Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States, and, subject to certain exceptions, may not be offered or sold within the United States. The DN Notes are being offered and sold outside of the United States in reliance on Regulation S under the Securities Act. For a description of certain further restrictions on offers and sales of the DN Notes and the distribution of this Supplement, see the section entitled "Subscription and Sale" of the Offering Memorandum, as supplemented by "Subscription and Sale" of this Supplement.

The DN Notes will be issued in dematerialised book entry form in the Specified Currency (as defined in the terms and conditions of the DN Notes (the "Conditions")) and the Aggregate Nominal Amount as specified in the relevant Pricing Supplement (the "Aggregate Nominal Amount") and shall be validly issued when (i) the DNN Deed of Covenant has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount has been duly recorded in one or more Digital Token Accounts (as defined in the Conditions) by the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the "CMU") in its capacity as operator of the Platform (as defined herein) (the "DLT Platform Operator") in the Platform Record (as defined below) in accordance with the Platform Related Documentation (as defined in the Conditions) and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified in the relevant Pricing Supplement. The DN Notes will have the benefit of the DNN Deed of Covenant entered into by the Issuer (i) to record its promise to pay Noteholders and (ii) for the acquisition of direct rights by the Noteholders against the Issuer, in each case in the circumstances set out in the DNN Deed of Covenant and relating to the DN Notes only (and not to any other series of notes issued under the Programme).

Legal title to a DN Note shall pass upon the debiting of record of such DN Note from the relevant transferor Noteholder's (as defined below) Digital Token Account and corresponding crediting to the transferee Noteholder's Digital Token Account in the Platform Record (as defined in the Conditions), in accordance with the Conditions, the Platform Related Documentation and the relevant procedures of the DLT Platform Operator. References herein to the "Platform" means the online platform using distributed ledger technology ("DLT") operated by the DLT Platform Operator as an extension of the CMU, used for, including but not limited to, the issuance, settlement, transfer, redemption and cancellation of the DN Notes, and pursuant to which (i) the Direct Participants (as defined in the Conditions) may manage their holdings of legal title to the DN Notes in Digital Token Accounts for their own account and/or in a custodian or intermediary capacity and (ii) the CMU-DSI, the internal operational mechanism of the DLT Platform Operator using the direct participant functionality on the Platform solely as a digital securities intermediary for members of the CMU (the "CMU-DSI") may hold the DN Notes in its Digital Token Account acting as digital securities intermediary for members of the CMU. The Platform relies on materials, software, equipment, systems or other intellectual property held by or licensed by third party service providers, including (i) Digital Asset Modelling Language ("DAML") as smart contract language technology; (ii) Hyperledger Fabric, private and permissioned enterprise blockchain technology; and (iii) Canton Network.

An Accountholder (as defined in the Conditions) who, for the time being, appears in the Platform Record as the holder of the Digital Token Account to which the legal title to the nominal amount of DN Notes is recorded as held by such Accountholder shall be a "Noteholder", and references to the "holder" of a DN Note shall be construed accordingly. Once a Bond Migration (as defined in the Conditions) or the exchange of record of DN Notes into individual certificates, as applicable, has been effected in accordance with Condition 15 of the Conditions, all references to "Noteholders" and "holder" of a DN Note shall be construed *mutatis mutandis*. The Direct Participants, as Accountholders, may hold DN Notes as a custodian or intermediary for investors or for their own account. The DLT Platform Operator will operate the CMU-DSI to hold DN Notes as an intermediary for CMU members. See "Overview of the Platform and Clearing, Settlement and Operational Information" for further information.

Any beneficial interests in the DN Notes will be reflected in accordance with (if such beneficial interests are held through the CMU-DSI) the relevant procedures of the CMU and/or (if such beneficial interests are held through a Direct Participant) the procedures of the relevant custody agreements. For investors seeking to hold a beneficial interest in the DN Notes through Euroclear Bank SA/NV ("Euroclear") or Clearstream Banking S.A. ("Clearstream") (as the case may be), such investors will hold their interest through an account opened and held by the custodians of Euroclear or Clearstream (as the case may be) with the CMU in its conventional clearing system (the "CMUP").

INVESTING IN THE DN NOTES INVOLVES RISKS. SEE "RISK FACTORS" OF THE OFFERING MEMORANDUM AND OF THIS SUPPLEMENT FOR A DISCUSSION OF CERTAIN FACTORS TO BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE DN NOTES.

PROGRAMME ARRANGERS
CRÉDIT AGRICOLE CIB
HSBC
JOINT GLOBAL COORDINATORS, JOINT LEAD MANAGERS AND JOINT BOOKRUNNERS
BANK OF CHINA (HONG KONG)
GOLDMAN SACHS (ASIA) L.L.C.
ICBC (ASIA)
CRÉDIT AGRICOLE CIB
HSBC
UBS
CLEARING AND SETTLEMENT SYSTEM
CMU OPERATED BY THE HONG KONG MONETARY AUTHORITY
PLATFORM PROVIDER
HSBC
JOINT GREEN STRUCTURING BANKS
CRÉDIT AGRICOLE CIB
HSBC

Supplemental Offering Memorandum dated 6 February 2024

IMPORTANT NOTICES

This Supplement, together with the Offering Memorandum, include particulars given in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the purpose of giving information with regard to the Issuer.

The Issuer accepts full responsibility for the accuracy of the information contained in the Offering Memorandum and this Supplement and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement herein misleading. This Supplement is supplemental to the Offering Memorandum and must be read in conjunction with such Offering Memorandum for the purpose of the proposed issue of the DN Notes by the Issuer under the Programme.

Listing of the Programme and the DN Notes on the Hong Kong Stock Exchange is not to be taken as an indication of the commercial merits or credit quality of the Programme, the DN Notes, the Issuer or quality of disclosure in this Supplement. In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the offering, including the merits and risks involved. See “*Risk Factors*” herein and in the Offering Memorandum for a discussion of certain factors to be considered in connection with an investment in the DN Notes. The risks and investment considerations identified in this Supplement and the Offering Memorandum are provided as general information only. Investors should consult their own financial and legal advisers as to the risks and investment considerations arising from an investment in the DN Notes and should possess the appropriate resources to analyse such investment and the suitability of such investment in their particular circumstances.

Any person making or intending to make any offer within the EEA of the DN Notes which are the subject of any offering contemplated in the Offering Memorandum and this Supplement should only do so in circumstances in which no obligation arises for the Issuer or any of Bank of China (Hong Kong) Limited, Crédit Agricole Corporate and Investment Bank, Goldman Sachs (Asia) L.L.C., The Hongkong and Shanghai Banking Corporation Limited, Industrial and Commercial Bank of China (Asia) Limited and UBS AG Hong Kong Branch (the “**Joint Lead Managers**”) to produce a prospectus for such offers.

The Offering Memorandum and this Supplement do not constitute an offer of, or an invitation by or on behalf of the Issuer, any Joint Lead Manager or the Agents (as defined in the Conditions) to subscribe for or purchase any DN Notes. The distribution of the Offering Memorandum, this Supplement or the relevant pricing supplement in respect of the DN Notes (each a “**Pricing Supplement**”) and the offering or sale of the DN Notes in certain jurisdictions may be restricted by law. None of the Issuer nor any of the Joint Lead Managers or the Agents represents that the Offering Memorandum and this Supplement may be lawfully distributed, or that any DN Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Joint Lead Managers or the Agents which is intended to permit a public offering of any DN Notes or distribution of the Offering Memorandum and this Supplement in any jurisdiction where action for that purpose is required. Accordingly, no DN Notes may be offered or sold, directly or indirectly, and neither the Offering Memorandum, this Supplement nor any advertisement nor other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession the Offering Memorandum, this Supplement or the relevant Pricing Supplement comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions on the distribution of the Offering Memorandum, this Supplement or the relevant Pricing Supplement and the offering and sale of the DN Notes. For a description of certain further restrictions on offers and sales of the DN Notes and distribution of the Offering Memorandum, this Supplement and the relevant Pricing Supplement, see “*Subscription and Sale*” of the Offering Memorandum, as supplemented by “*Subscription and Sale*” of this Supplement.

No person is authorised in connection with the offering of the DN Notes to give any information or to make any representation regarding the Issuer, Hong Kong or the DN Notes not contained in the Offering Memorandum, this Supplement and the relevant Pricing Supplement and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer, the Joint Lead Managers, the Agents (as defined in the Conditions), the DLT Platform Operator or The Hongkong and Shanghai Banking Corporation Limited as technology service provider to the CMU as DLT Platform Operator (the “**Platform Provider**”) or any of their respective affiliates, directors, officers, employees, representatives, agents or advisers.

None of the Offering Memorandum, this Supplement, the relevant Pricing Supplement or any other information supplied in connection with the Programme or the DN Notes is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation by the Issuer, the Joint Lead Managers, the Agents, the DLT Platform Operator or the Platform Provider or any of their respective affiliates, directors, officers, employees, representatives, agents or advisers that any recipient of the Offering Memorandum, this Supplement or the relevant Pricing Supplement should purchase any of the DN Notes. A potential investor should carefully evaluate the information provided herein in light of the total mix of information available to it, recognising that none of the Issuer, the Joint Lead Managers, the Agents, the DLT Platform Operator or the Platform Provider or any of their respective affiliates, directors, officers, employees, representatives, agents or advisers or any other person can provide any assurance as to the reliability of any information not contained in this Supplement. Each prospective investor contemplating purchasing any DN Notes should make its own independent investigation and analysis of the condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment.

Neither the delivery of the Offering Memorandum, this Supplement or the relevant Pricing Supplement nor any sale made in connection therewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which the Offering Memorandum has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which the Offering Memorandum has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the DN Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Joint Lead Managers expressly do not undertake to review the condition, financial, economic or otherwise, or affairs of the Issuer during the life of the DN Notes or to advise any investor in the DN Notes of any information coming to their attention.

No comment is made or advice is given by the Issuer, the Joint Lead Managers or the Agents or any of their respective affiliates, directors, officers, employees, representatives, agents or advisers in respect of taxation matters relating to the DN Notes or the legality of the purchase of the DN Notes by an investor under any applicable law.

The role of the Platform Provider is solely limited to provision of technology services to the CMU as the DLT Platform Operator. The Platform Provider bears no responsibility to the holder of the DN Notes or any other party with respect to the functionality, availability, compliance with applicable laws, suitability, malfunction, or any function that operates in an unexpected manner of the Platform operated by the CMU as the DLT Platform Operator (including the efficiency and completeness of the CMU’s business continuity plan relating to the operation of the Platform). The Platform Provider to the CMU will not be liable to CMU members or any other third parties for any failure of the Platform operated by the CMU.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS TAX ADVISER, LEGAL ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL AND BUSINESS-RELATED MATTERS CONCERNING THE PURCHASE OF THE DN NOTES.

None of the Joint Lead Managers, the DLT Platform Operator, the Platform Provider or the Agents or any of their respective affiliates, directors, officers, employees, representatives, agents or advisers has separately verified the information contained in the Offering Memorandum, this Supplement and the relevant Pricing Supplement. To the fullest extent permitted by law, none of the Joint Lead Managers, the Agents, the DLT Platform Operator, the Platform Provider or any of their respective affiliates, directors, officers, employees, representatives, agents or advisers accept responsibility whatsoever for the contents of the Offering Memorandum, this Supplement and the relevant Pricing Supplement or for any other statement made or purported to be made by any of them or on its behalf in connection with the Issuer, the Programme or the issue and offering of the DN Notes. Each of the Joint Lead Managers, the DLT Platform Operator, the Platform Provider, the Agents and each of their respective affiliates, directors, officers, employees, representatives, agents and advisers accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of the Offering Memorandum, this Supplement, the relevant Pricing Supplement or any such statement. The Agents, the DLT Platform Operator, the Platform Provider and each of their respective affiliates, directors, officers, employees, representatives, agents and advisers make no representation regarding the Offering Memorandum, this Supplement, the relevant Pricing Supplement, the Programme or the DN Notes.

None of the Issuer, the Joint Lead Managers, the Agents and their respective affiliates, directors, officers, employees, representatives, agents and advisers has any responsibility whatsoever with respect to the functionality of the Platform. None of the Issuer, the Joint Lead Managers, the Agents and their respective affiliates, directors, officers, employees, representatives, agents and advisers will be liable for any failure due to the technological set up of the Platform. The DLT Platform Operator and the Platform Provider shall not be liable for any losses suffered by Direct Participants or any third parties (including investors) or incurred or caused by or in connection with use of the Platform or receipt of the functionalities of the Platform or any failure due to the technological set up of the Platform. See “*Risk Factors*” below for certain information relevant to an investment in the DN Notes.

The DN Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission, any State securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the DN Notes or the accuracy or adequacy of the Offering Memorandum and this Supplement. Any representation to the contrary may be a criminal offence in the United States.

The DN Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state of the United States. The DN Notes may not be offered, sold or delivered within the United States except pursuant to an exemption from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws.

The DN Notes may be offered and sold outside the United States in reliance on Regulation S. For description of these and certain further restrictions on offers, sales and transfers of Notes and distribution of the Offering Memorandum and this Supplement, see “*Subscription and Sale*” of the Offering Memorandum, as supplemented by “*Subscription and Sale*” of this Supplement.

IN ORDER TO FACILITATE THE OFFERING OF THE DN NOTES, ONE OR MORE JOINT LEAD MANAGERS NAMED AS STABILISATION MANAGER(S) (THE “**STABILISATION MANAGER(S)**”) (OR PERSONS ACTING ON BEHALF OF THE STABILISATION MANAGER(S)) IN THE APPLICABLE PRICING SUPPLEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, MAY OVER-ALLOT NOTES OR ENGAGE IN TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE DN NOTES DURING AND AFTER THE OFFERING OF THE DN NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE DN NOTES IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE DN NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF SUCH NOTES. ANY STABILISATION ACTION OR OVER ALLOTMENT SHALL BE CONDUCTED BY THE STABILISATION MANAGERS (OR PERSONS ACTING ON BEHALF OF THE STABILISATION MANAGERS) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

IN CONNECTION WITH SECTION 309B OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (THE “SFA”) AND THE SECURITIES AND FUTURES (CAPITAL MARKETS PRODUCTS) REGULATIONS 2018 OF SINGAPORE (THE “CMP REGULATIONS 2018”), UNLESS OTHERWISE SPECIFIED BEFORE AN OFFER OF NOTES, THE ISSUER HAS DETERMINED, AND HEREBY NOTIFIES ALL RELEVANT PERSONS (AS DEFINED IN SECTION 309A(1) OF THE SFA), THAT THE DN NOTES ARE PRESCRIBED CAPITAL MARKETS PRODUCTS (AS DEFINED IN THE CMP REGULATIONS 2018) AND EXCLUDED INVESTMENT PRODUCTS (AS DEFINED IN MAS NOTICE SFA 04-N12: NOTICE ON THE SALE OF INVESTMENT PRODUCTS AND MAS NOTICE FAA-N16: NOTICE ON RECOMMENDATIONS ON INVESTMENT PRODUCTS).

NOTICE TO CAPITAL MARKET INTERMEDIARIES AND PROSPECTIVE INVESTORS PURSUANT TO PARAGRAPH 21 OF THE HONG KONG SFC CODE OF CONDUCT – IMPORTANT NOTICE TO PROSPECTIVE INVESTORS

Prospective investors should be aware that certain intermediaries in the context of this offering of the DN Notes, including certain Joint Lead Managers, are “capital market intermediaries” (together, the “**CMI**s”) subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “**SFC Code**”). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMI, which require the attention and cooperation of prospective investors. Certain CMI may also be acting as “overall coordinators” (together, the “**OC**s”) for this offering and are subject to additional requirements under the SFC Code.

Prospective investors who are the directors, employees or major shareholders (where applicable) of the Issuer, a CMI or its group companies would be considered under the SFC Code as having an association (an “**Association**”) with the Issuer, the CMI or the relevant group company. Prospective investors associated with the Issuer or any CMI (including its group companies) should specifically disclose this when placing an order for the DN Notes and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to this offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to this offering, such order is hereby deemed not to negatively impact the price discovery process in relation to this offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMI's). If a prospective investor is an asset management arm affiliated with any Joint Lead Manager, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the Joint Lead Manager or its group company has more than 50% interest, in which case it will be classified as a "proprietary order" and subject to appropriate handling by CMI's in accordance with the SFC Code and should disclose, at the same time, if such "proprietary order" may negatively impact the price discovery process in relation to this offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order". If a prospective investor is otherwise affiliated with any Joint Lead Manager, such that its order may be considered to be a "proprietary order" (pursuant to the SFC Code), such prospective investor should indicate to the relevant Joint Lead Manager when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order". Where prospective investors disclose such information but do not disclose that such "proprietary order" may negatively impact the price discovery process in relation to this offering, such "proprietary order" is hereby deemed not to negatively impact the price discovery process in relation to this offering.

Prospective investors should be aware that certain information may be disclosed by CMI's (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the Joint Lead Managers and/or any other third parties as may be required by the SFC Code, including to the Issuer, the OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for this offering. Failure to provide such information may result in that order being rejected.

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FORWARD-LOOKING STATEMENTS

This Supplement includes forward-looking statements. All statements other than statements of historical facts included in this Supplement regarding, among other things, Hong Kong's economy, fiscal condition, debt or prospects may constitute forward-looking statements. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "may", "will", "expect", "intend", "estimate", "anticipate", "believe", "continue" or similar terminology. Although the Issuer believes that the expectations reflected in its forward-looking statements are reasonable at this time, there can be no assurance that these expectations will prove to be correct.

These statements are based on the Issuer's current plans, objectives, assumptions, estimates and projections. Investors should therefore not place undue reliance on those statements. Forward-looking statements speak only as of the date that they are made and the Issuer does not undertake to update any forward-looking statements in light of new information or future events. Forward-looking statements involve inherent risks and uncertainties. The Issuer cautions that a number of important factors could cause actual results to differ materially from those contained in any forward-looking statement.

SUMMARY OF THE DN NOTES

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Supplement and, in relation to the terms and conditions of any particular Series of Notes, the applicable Pricing Supplement. Words and expressions defined in the “Terms and Conditions of the Digitally Native Notes” (the terms and conditions set out therein, the “Conditions”) shall have the same meanings in this summary.

Issuer The Government of the Hong Kong Special Administrative Region of the People’s Republic of China.

Issuer Legal Entity Identifier (“LEI”) 549300DSMAD69T7GGN13

Description of the DN Notes U.S.\$200,000,000 4.625 per cent. Digitally Native Notes due 2026 (the “**USD DN Notes**”), EUR80,000,000 3.500 per cent. Digitally Native Notes due 2026 (the “**EUR DN Notes**”), CNY1,500,000,000 2.90 per cent. Digitally Native Notes due 2026 (the “**CNY DN Notes**”) and HK\$2,000,000,000 3.80 per cent. Digitally Native Notes due 2026 (the “**HKD DN Notes**”) under the HK\$200,000,000,000 Global Medium Term Note Programme.

In the context of the DN Notes, “digitally native” describes the design features that such DN Notes are validly issued upon (i) the due execution and delivery of the DNN Deed of Covenant; and (ii) the initial recording of the relevant Aggregate Nominal Amount in one or more Digital Token Accounts by the DLT Platform Operator in the Platform Record in accordance with the Platform Related Documentation and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified in the relevant Pricing Supplement. Accordingly, the DN Notes cannot come into existence without the Platform Record having been created, which gives the DN Notes a “digitally native” quality. However, there is no universal definition or legislative definition under Hong Kong law of, nor settled market consensus on, the term “digitally native”. See “*Risk Factors – Risks related to the DN Notes – The DN Notes will be in dematerialised book entry form on the Issue Date with no physical certificate and there is no universal definition or legislative definition under Hong Kong law of, nor settled market consensus on, the term “digitally native”*” below.

Risk Factors Investing in the DN Notes involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the DN Notes are discussed under “*Risk Factors*” below.

Joint Lead Managers Bank of China (Hong Kong) Limited, Crédit Agricole Corporate and Investment Bank, Goldman Sachs (Asia) L.L.C., The Hongkong and Shanghai Banking Corporation Limited, Industrial and Commercial Bank of China (Asia) Limited and UBS AG Hong Kong Branch.

Fiscal Agent and Principal Paying Agent	The Hongkong and Shanghai Banking Corporation Limited.
Issue Date	7 February 2024
Issue Price	99.766 per cent. of the Aggregate Nominal Amount of the USD DN Notes
	99.781 per cent. of the Aggregate Nominal Amount of the EUR DN Notes
	100.00 per cent. of the Aggregate Nominal Amount of the CNY DN Notes
	100.00 per cent. of the Aggregate Nominal Amount of the HKD DN Notes
Interest	<p>The USD DN Notes will bear interest on their outstanding nominal amount from and including 7 February 2024 at the rate of 4.625 per cent. per annum, payable semi-annually in arrear in equal instalments on 7 February and 7 August in each year commencing on 7 August 2024.</p> <p>The EUR DN Notes will bear interest on their outstanding nominal amount from and including 7 February 2024 at the rate of 3.500 per cent. per annum, payable semi-annually in arrear in equal instalments on 7 February and 7 August in each year commencing on 7 August 2024.</p> <p>The CNY DN Notes will bear interest on their outstanding nominal amount from and including 7 February 2024 at the rate of 2.90 per cent. per annum, payable semi-annually in arrear on 7 February and 7 August in each year up to and including the Maturity Date, adjusted in accordance with the Modified Following Business Day Convention, as specified in the relevant Pricing Supplement.</p> <p>The HKD DN Notes will bear interest on their outstanding nominal amount from and including 7 February 2024 at the rate of 3.80 per cent. per annum, payable semi-annually in arrear on 7 February and 7 August in each year up to and including the Maturity Date, adjusted in accordance with the Modified Following Business Day Convention, as specified in the relevant Pricing Supplement.</p>
Clearing and Settlement System and DLT Platform Operator	CMU.

Platform

The online platform using DLT operated by the DLT Platform Operator as an extension of the CMU, used for, including but not limited to, the issuance, settlement, transfer, redemption and cancellation of the DN Notes, and pursuant to which (i) the Direct Participants may manage their holdings of legal title to the DN Notes in Digital Token Accounts for their own account and/or in a custodian or intermediary capacity and (ii) the CMU-DSI may hold the DN Notes in its Digital Token Account acting as digital securities intermediary for members of the CMU.

Form of Notes

The DN Notes will be issued in dematerialised book entry form in the Specified Currency and the Aggregate Nominal Amount as specified in the relevant Pricing Supplement and shall be validly issued when (i) the DNN Deed of Covenant has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount has been duly recorded in one or more Digital Token Accounts by the DLT Platform Operator in the Platform Record in accordance with the Platform Related Documentation and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified in the relevant Pricing Supplement.

Legal title to a DN Note shall pass upon the debiting of record of such DN Note from the relevant transferor Noteholder’s Digital Token Account and corresponding crediting to the transferee Noteholder’s Digital Token Account in the Platform Record, in accordance with the Conditions, the Platform Related Documentation and the relevant procedures of the DLT Platform Operator.

Status of the DN Notes

The DN Notes will constitute direct, general, unconditional and (subject to Condition 4 of the Conditions) unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsecured External Debt (as defined in the Conditions) of the Issuer, from time to time outstanding, provided, however, that the Issuer shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other External Debt of the Issuer and, in particular, the Issuer shall have no obligation to pay other External Debt of the Issuer at the same time or as a condition of paying sums due under the DN Notes, and *vice versa*.

Maturity

7 February 2026 for the USD DN Notes.

7 February 2026 for the EUR DN Notes.

Interest Payment Date falling on, or nearest to, 7 February 2026 for the CNY DN Notes.

Interest Payment Date falling on, or nearest to, 7 February 2026 for the HKD DN Notes.

Specified Denomination

The USD DN Notes will be issued in the specified denomination of U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof.

The EUR DN Notes will be issued in the specified denomination of EUR100,000 and integral multiples of EUR1,000 in excess thereof.

The CNY DN Notes will be issued in the specified denomination of CNY1,000,000 and integral multiples of CNY10,000 in excess thereof.

The HKD DN Notes will be issued in the specified denomination of HKD1,000,000 and integral multiples of HKD500,000 in excess thereof.

Redemption of the DN Notes

The DN Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default).

Redemption for Taxation Reasons

The DN Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their Early Redemption Amount (as described in Condition 6(b) of the Conditions) (together with interest accrued to but excluding the date fixed for redemption), if immediately before the giving of such notice (i) the Issuer has or will become obliged to pay additional amounts as described under Condition 8 of the Conditions as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or, in each case, any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the DN Notes, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the DN Notes then due, as further described in Condition 6(c) of the Conditions.

Negative Pledge

So long as any DN Note remains outstanding (as defined in the DNN Agency Agreement), the Issuer will not create or permit to subsist any Encumbrance on the whole or any part of the Exchange Fund as security for any HKSAR Government Public External Debt unless, at the same time or prior thereto, or promptly thereafter, all amounts payable by the Issuer under the DN Notes are secured at least equally and rateably with such HKSAR Government Public External Debt, or the Issuer provides such other security for its obligations under the DN Notes, as approved by the holders of the DN Notes in accordance with the DNN Agency Agreement.

For the avoidance of doubt, any Encumbrance created on the assets or revenues of any corporate entity in which the Issuer has a direct or indirect equity interest or other stake (other than any entity established to own or manage any part of the Exchange Fund) shall not be considered to be an Encumbrance on the Exchange Fund or any part thereof.

Where:

“Encumbrance” means any lien, pledge, mortgage, security interest, deed of trust, charge or other encumbrance or arrangement any of which has the practical effect of constituting a security interest with respect to the payment of any obligations with or from the proceeds of any property, assets or revenues of any kind (including, without limitation, any equivalent created or arising under the laws of Hong Kong), it being expressly understood and agreed that bonds, alternative bonds, promissory notes or other instruments issued by the Issuer, including the DN Notes, pursuant to the Loans Ordinance of Hong Kong or the Loans (Government Bonds) Ordinance of Hong Kong or any re-enactment thereof, in respect of which the repayment of principal and payment of the financial charges and other amounts thereon are charged on and made payable out of the general revenues and assets of Hong Kong pursuant to those ordinances (and not otherwise), including any sinking fund arrangement as provided in such bonds, will not be construed or deemed to create any Encumbrance on the whole or any part of the Exchange Fund;

“Exchange Fund” means the fund established and maintained pursuant to the Exchange Fund Ordinance of Hong Kong;

“External Debt” means all obligations of any person, and all guarantees or indemnities by any person (whether by contract, statute or otherwise), for or in respect of borrowed money or evidenced by bonds, trust certificates, debentures, notes or similar instruments which, in each case, (1) have an original maturity in excess of one year; and (2) are denominated or payable, or which, at the option of the holder thereof, may be payable in a currency other than the currency of Hong Kong or by reference to a currency other than the currency of Hong Kong;

“HKSAR Government Public External Debt” means Public External Debt undertaken directly by and in the name of the Issuer and backed by the full faith and credit of the Issuer. Obligations, guarantees and indemnities undertaken “directly by and in the name of the Issuer” do not include obligations, guarantees and indemnities undertaken by any corporate entity in which the Issuer has a direct or indirect equity interest or other stake; and

“Public External Debt” means any External Debt which is publicly offered or privately placed in one or more securities markets and which is in the form of, or represented by, notes, bonds, trust certificates or other securities that are or may be quoted, listed or ordinarily purchased or sold on any stock exchange, automated trading system or over-the-counter or other securities market (including, without limitation, securities eligible for resale under Rule 144A).

Events of Default

Events of Default for the DN Notes are set out in Condition 10 of the Conditions.

Rating

The following ratings have been assigned to the Issuer: AA+ by S&P, AA- by Fitch and Aa3 by Moody’s.

The following ratings have been assigned to the DN Notes: AA+ by S&P and AA- by Fitch.

Withholding Tax

All payments of principal and interest by or on behalf of the Issuer in respect of the DN Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Hong Kong or any political sub-division or authority therein or thereof having power to tax (“**Taxes**”), unless such withholding or deduction of the Taxes is required by law. In such event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any DN Note in certain circumstances, as further described in Condition 8 of the Conditions.

Meetings of Noteholders

The Conditions will contain a “collective action” clause which permits defined majorities to bind all Noteholders.

If the Issuer issues future debt securities which contain collective action clauses in substantially the same form as the collective action clause in the Conditions, the DN Notes would be capable of aggregation with any such future debt securities, thereby allowing “cross-series” modifications to the terms and conditions of all affected series of Notes (even, in some circumstances, where majorities in certain series did not vote in favour of the modifications being voted on). See “*Risk Factors – Risks related to the Notes issued under the Programme generally – The Notes contain collective action clauses under which the terms of any one series of securities and/or multiple series of securities may be modified without the consent of all the holders of the securities of that series or all the holders of any other series of securities being aggregated, as the case may be*”.

A summary of the provisions for convening meetings of Noteholders to consider matters relating to their interests as such is set out in Condition 11 of the Conditions.

Business Continuity Plan

A summary of the Business Continuity Plan is set out below. See “*Overview of the Platform and Clearing, Settlement and Operational Information – Business Continuity Plan*” below.

ISIN and CMU Instrument Number

The ISIN of the USD DN Notes is HK0000963279. The CMU instrument number of the USD DN Notes is ORNGGB24001. The Common Code of the USD DN Notes is 270895433.

The ISIN of the EUR DN Notes is HK0000963287. The CMU instrument number of the EUR DN Notes is ORNGGB24002. The Common Code of the EUR DN Notes is 270905668.

The ISIN of the CNY DN Notes is HK0000963295. The CMU instrument number of the CNY DN Notes is ORNGGB24003. The Common Code of the CNY DN Notes is 270909540.

The ISIN of the HKD DN Notes is HK0000976420. The CMU instrument number of the HKD DN Notes is ORNGGB24004. The Common Code of the HKD DN Notes is 273572139.

Governing Law

The DN Notes will be governed by, and construed in accordance with, Hong Kong law.

The courts of Hong Kong are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the DN Notes.

Listing

Application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the DN Notes by way of debt issues to Professional Investors only. Such listing is expected to become effective on 8 February 2024.

Use of Proceeds

For Eligible Projects as defined under the Green Bond Framework, as further described in the Offering Memorandum.

Selling Restrictions

There are restrictions on the offer, sale and transfer of the DN Notes in the United States, the EEA, the United Kingdom, the Republic of Italy, Singapore, Japan, Korea, the Kingdom of Bahrain, Kuwait, Brunei and Malaysia and such other restrictions as may be required in connection with the offering and sale of the DN Notes. See the section entitled “*Subscription and Sale*” of the Offering Memorandum, as supplemented by the “*Subscription and Sale*” section of this Supplement.

RISK FACTORS

The section titled “Risk Factors – Risks related to recent developments” set out on page 17 of the Offering Memorandum shall be deleted in its entirety and replaced with the following.

Risks related to recent developments

The International Monetary Fund in October 2023 forecast that global economic growth would fall to 3.0 per cent. and 2.9 per cent. in 2023 and 2024 respectively, and noted that both cyclical and long-term forces are weighing on economic activity. The former includes the effects of monetary policy tightening necessary to reduce inflation, withdrawal of fiscal support amid high debt, and extreme weather events. Meanwhile, the long-term consequences of the COVID-19 pandemic, geopolitical tensions and increasing geoeconomic fragmentation could also hold back the recovery.

In 2024, the Hong Kong economy is expected to continue its recovery at a moderate pace. Inbound tourism is set to expand further alongside the continued improvement in handling capacity, while local consumption activities would be underpinned by the resilient labour market. The various infrastructure projects to be taken forward by the Government will also lend support to the economy. Meanwhile, Hong Kong’s exports of goods will likely stabilise alongside the expected upturn in the global technology cycle. That said, the outlook is fraught with risks and uncertainties, including those stemming from the U.S. Fed’s policy rate path, the pace of technology cycle recovery, the prospects for global economic growth, and the evolving geopolitical tensions.

Economic growth and stability in Hong Kong may be impacted by geopolitical developments and tensions, including trade disputes. The impacts any trade tensions may have on the global economy and Hong Kong’s trade flows remain uncertain. The above, and other developments (for more information, see “*Other Developments – Other Information*”), may affect the landscape in which Hong Kong’s economy and markets operate and impact both domestic and foreign businesses that conduct economic activities with or within Hong Kong. Persons participating in the offering of the DN Notes should consult their own advisers on the potential impact to them.

The section titled “Risk Factors – Risks related to the structure of a particular issue of Notes” in the Offering Memorandum shall be supplemented with the following risk factors.

Risks related to the DN Notes

Change of law

The Conditions are based on Hong Kong law in effect as at the date of issue of the DN Notes. No assurance can be given as to the impact of any possible judicial decision or change to Hong Kong law or administrative practice after the date of issue of the DN Notes.

Trading of the DN Notes will only be through over-the-counter trading

The DN Notes will be issued in dematerialised book entry form in the Specified Currency and the Aggregate Nominal Amount as specified in the relevant Pricing Supplement and shall be validly issued when (i) the DNN Deed of Covenant has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount has been duly recorded in one or more Digital Token Accounts by the DLT Platform Operator in the Platform Record in

accordance with the Platform Related Documentation and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified in the relevant Pricing Supplement. Legal title to a DN Note shall pass upon the debiting of record of such DN Note from the relevant transferor Noteholder's Digital Token Account and corresponding crediting to the transferee Noteholder's Digital Token Account in the Platform Record, in accordance with the Conditions, the Platform Related Documentation and the relevant procedures of the DLT Platform Operator. Except in the circumstances described in the section headed "*Overview of the Platform and Clearing, Settlement and Operational Information – Exchange of record of DN Notes into Individual Certificates*", investors will not be entitled to receive Notes in certificated form.

So long as the DN Notes are outstanding, a Noteholder or an investor, as applicable, will be able to trade its legal title or beneficial interests in the DN Notes, as applicable, only through traditional over-the-counter ("**OTC**") trading and, in the case of an investor holding beneficial interests in the DN Notes, where it has custody or intermediary arrangements in place (whether directly or indirectly) with a Direct Participant or the CMU-DSI. Only a Noteholder which is itself a Direct Participant or the CMU-DSI would be able to transfer legal title to the DN Notes. A Direct Participant may hold the relevant legal title to the DN Notes on the Platform as a custodian or intermediary for an investor. The CMU-DSI will hold the relevant legal title to the DN Notes on the Platform as an intermediary for members of the CMU. Each Noteholder's legal title in the DN Notes will be reflected on the Platform as part of the balance of the relevant Digital Token Account(s) of such Direct Participant or the CMU-DSI. Records of the individual beneficial interests in the DN Notes of an investor that is not a Direct Participant or the CMU-DSI will be maintained off-Platform in accordance with its custody or intermediary arrangement with the relevant Direct Participant or the CMU-DSI.

Risks related to the listing of the DN Notes on the Hong Kong Stock Exchange and that settlement of the DN Notes will not be on the Hong Kong Stock Exchange

An application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the DN Notes by way of debt issues to Professional Investors only. While any listing of the DN Notes on the Hong Kong Stock Exchange may be intended to provide enhanced visibility of indicative market prices for the DN Notes, there can be no assurance that any indicative prices quoted on the Hong Kong Stock Exchange will reflect an actual price at which an investor may be able to purchase or sell any DN Notes in the OTC market. Any indicative prices displayed on the Hong Kong Stock Exchange should not be considered as a recommendation that any person should sell or purchase any DN Notes in the OTC market. Each investor contemplating purchasing any DN Notes or any interest therein in the OTC market should make its own independent investigation of the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer and of the prices at which it may sell or purchase any such DN Notes or interests therein or rights thereto in the OTC market. None of the Issuer, the Joint Lead Managers, the DLT Platform Operator or the Platform Provider will be responsible for the availability or accuracy of indicative prices for the DN Notes and any related securities data displayed on the Hong Kong Stock Exchange.

Investors should note that although an application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the DN Notes by way of debt issues to Professional Investors only, given the DN Notes are not admitted to the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited, any on-exchange trading may only be settled off-exchange on the Platform and/or the CMUP, as the case may be. After listing of the DN Notes, the settlement of the legal title to the DN Notes will be carried out on the Platform as operated by the DLT Platform Operator. An investor holding beneficial interests in the DN Notes must look to its custody or intermediary arrangements in place (whether directly or indirectly) with a Direct Participant or the

CMU-DSI, as applicable, to carry out any settlement of transfers. Investors should note that there is no guarantee that any on-exchange trading will be accurately or timely reflected on the Platform as intended. None of the Issuer, the Joint Lead Managers, the Agents or the Platform Provider makes any guarantee or representation that any on-exchange trading will be accurately reflected on the Platform as intended or discrepancies (if any) will be rectified in an accurate or timely manner.

Liquidity risk and market value of the DN Notes

The DN Notes are new instruments for which no secondary market currently exists, and one for DLT-based “digitally native” debt securities may never develop. If an active trading market for the DN Notes does develop, it may not be maintained. Accordingly, there can be no assurance that investors in the DN Notes will be able to sell any DN Notes for which they subscribe at favourable prices, if at all, and investors should be prepared to hold the DN Notes until the relevant Maturity Date. The development or continued liquidity of any secondary market for the DN Notes will be affected by a number of factors such as general economic conditions, political events, including factors affecting capital markets generally, the creditworthiness of the Issuer as well as other factors such as the outstanding amount or tax treatment of the DN Notes and the level, direction and volatility of interest rates generally.

In addition, the attention of investors is drawn to the following facts:

- (i) the legal title to DN Notes may only be transferred by debiting and crediting of record of such DN Notes in the relevant Digital Token Accounts on the Platform in accordance with, and subject to, the Conditions and the Platform Related Documentation from time to time; and
- (ii) certain regulated investors may, currently or in the future, be required to apply capital add-ons in respect of, or increased risk-weightings to, assets held by it in digital form and recorded using relatively untested technologies such as DLT.

All of these factors may further reduce the investor base in the DN Notes and accentuate the lack of liquidity of the DN Notes in the secondary market.

The absence of liquidity or a reduced liquidity may have a significant material adverse effect on the value of the DN Notes. Such factors will also affect the market value of the DN Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and in extreme circumstances such investors could suffer loss of their entire investment.

The ability of Accountholders to transfer their legal title to the DN Notes depends on the appropriate operation of the Platform by the DLT Platform Operator and adherence by the relevant parties involved in the transfer, such as the DLT Platform Operator, the CMU-DSI and the relevant Direct Participants (for its own account or on behalf of investors), to (i) the relevant instructions and (ii) the Platform Related Documentation (where applicable). In the event that there is a failure in any of such processes, including operational failures, this could result in limited transferability of the DN Notes.

Investors may need to purchase more DN Notes to ensure that they hold an amount equal to one or more Specified Denominations

As the relevant DN Notes have a denomination consisting of the minimum Specified Denomination plus an integral multiple of another smaller amount, it is possible that the DN Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of the minimum

Specified Denomination. In such a case an investor who, as a result of trading such amounts, holds a nominal amount of less than the minimum Specified Denomination will not be able to sell or otherwise transfer the residual balance of such holding and would need to purchase a nominal amount of DN Notes such that it holds an amount equal to one or more Specified Denominations in order to do so.

Risks related to the use of the Platform and holding structures for the DN Notes

Investors will be reliant on the DLT Platform Operator, the CMUP, the CMU-DSI and Direct Participants (and any such other intermediary or custodian) to exercise their rights and to receive payments under the DN Notes

The DLT Platform Operator is responsible for the operation and maintenance of the Platform and for ensuring, amongst other things, that: (i) the Issuance Token being the record of the Aggregate Nominal Amount of outstanding DN Notes of that Series in the operational account opened and maintained on the Platform containing the Issuance Token (the “**Issuance Token Account**”) opened by the DLT Platform Operator for the Issuer in respect of the issuance of the DN Notes and can be reconciled against the Aggregate Nominal Amount of outstanding DN Notes of that Series recorded in the relevant Digital Token Accounts; (ii) the Aggregate Nominal Amount of the DN Notes may be recorded in Digital Token Accounts and transfers recorded, against payment if applicable, between Digital Token Accounts upon the receipt of instructions on the Platform of the relevant Direct Participants or the CMU-DSI; and (iii) payments of interest and principal in respect of the DN Notes made by (or on behalf of) the Issuer to, or to the order of, the DLT Platform Operator are paid to the Cash Accounts (as defined in the Conditions) of the Noteholders entitled thereto. If the DLT Platform Operator fails to maintain or operate the Platform in line with expectation, or fails promptly (or at all) to make or direct payments to the Cash Accounts of entitled Noteholders, this could result in delays or failure in the transfers of DN Notes and/or the receipt by Noteholders of payments due, and/or could result in the loss of integrity of the records of holdings of DN Notes.

The Issuer is therefore dependent on (i) the appropriate operation of the Platform and (ii) the Platform Record (to record the legal title to the DN Notes held by Direct Participants and the CMU-DSI on the Platform), in discharging some of its obligations under the DN Notes. Should there be a suspension or disruption of the Platform, such as in the event of a BCP Disruption Event or BCP Termination Event, it may be impossible for the Issuer to continue to perform its payment obligations and keep the records in relation to legal title to the DN Notes on the Platform. In such circumstances, the CMU as the DLT Platform Operator may implement the BCP as further described under “*Overview of the Platform and Clearing, Settlement and Operational Information – Business Continuity Plan*”. An investor must rely on the procedures of the CMU as the DLT Platform Operator and actions of the Direct Participants, the CMU-DSI and the Platform itself to obtain a record of its holding of the DN Notes and receive payments under the DN Notes accordingly. After the Issuer discharges its payment obligation under the DN Notes by making payments to the Direct Participants and the CMU-DSI as described in the Conditions and subject to the onward transmission of any such amounts by the CMU-DSI to members of the CMU, it has no responsibility or liability for the records relating to, or ensuring payments made in respect of any other beneficial interests in the DN Notes through the off-Platform custody or intermediary arrangements between Direct Participants and investors.

Investors who hold beneficial interests in or rights to DN Notes through a Direct Participant or the CMU-DSI (and any other intermediary or custodian through which such beneficial interests in or rights to the DN Notes are held), will be reliant on their Direct Participant or the CMU-DSI (and any such other intermediary or custodian) to exercise and enforce their rights under the DN Notes, subject to applicable law. Investors who hold beneficial interests in or rights to DN Notes through the CMU-DSI will be reliant

upon the procedures of the CMU from time to time, to exercise and enforce their rights under the DN Notes, subject to applicable law. Such investors who are reliant on the Accountholders should note the risks that may come with extreme scenarios such as insolvency or otherwise lack of capacity of the Accountholders.

Payments of interest and principal in respect of the DN Notes will be paid by (or on behalf of) the Issuer to (or to the order of) the DLT Platform Operator, which is required to pay (or direct payment of) the relevant amounts due to the respective Cash Accounts of the Direct Participants and the CMU-DSI entitled thereto. The due payment of such amounts will, subject to the onward transmission of any such amounts by the CMU-DSI to members of the CMU in accordance with the relevant procedures of the CMU, discharge the respective obligations of the Issuer and the DLT Platform Operator, and investors must look to the Direct Participant (and any other intermediary or custodian) through which they hold beneficial interests in or rights to the DN Notes for the onward payment to them of their share of any such payment received by the Direct Participant in its Cash Account.

Investors will also rely on the systems implemented by the DLT Platform Operator, the CMU-DSI and any Direct Participant (and, if applicable, any other intermediary or custodian) through which they hold beneficial interests in or rights to DN Notes for the transmission of notices from or to the Issuer under the Conditions. In addition, investors wishing to acquire or sell interests in the DN Notes or who wish to vote on any resolution put to the Noteholders, must instruct their Direct Participant or the CMU-DSI, as applicable (or, if applicable, relevant intermediary or custodian, who shall instruct the relevant Direct Participant or the CMU-DSI, as applicable) to give the necessary instructions as may be appropriate from time to time in order to give effect to the investor's wishes, subject to applicable law.

Except in the event of a BCP Disruption Event or BCP Termination Event, trades that result in a transfer of the legal title to the DN Notes among the Accountholders require settlement and recording on the Platform. Potential investors should note that such arrangements may not gain public acceptance among a substantial number of investors and could have a material adverse impact on the liquidity of the DN Notes and result in a decline in value of the DN Notes.

Furthermore, if an event of default occurs and is continuing in respect of the DN Notes, the CMU-DSI and the Direct Participants (acting upon the instructions of any person(s) for whom they hold DN Notes as custodian or intermediary, if applicable) may enforce the rights attaching to the DN Notes held by them for the time being in accordance with the DNN Deed of Covenant and the Conditions. Any failure by the CMU-DSI or any Direct Participant (or any other intermediary or custodian) to perform its duties could result in delays or failure in the transfer of DN Notes and/or the receipt by investors of payments due, and could result in the investor suffering losses (for which the Issuer shall have no responsibility or liability).

Furthermore, while the Accountholders intend to record details of investors and such investors' holdings of beneficial interests in or rights to DN Notes in their conventional custody or intermediary systems (where, if the Accountholder is the CMU-DSI, such records shall be in accordance with the relevant procedures of CMU), the holding by them of the DN Notes on the Platform is novel and there is a risk that the communication between the Accountholders' custody or intermediary systems and the Platform does not operate as intended, which could result in delays relating to transactions in the DN Notes and/or result in the investors suffering losses (for which the Issuer shall have no responsibility or liability). Any malfunction, unintended function, coding or human error (including erroneous information or data) or unexpected functioning of the underlying technological components of the Platform and the Accountholders' custody or intermediary systems may result in unlawful or erroneous records of transfers of DN Notes, or may delay payment under the DN Notes, any of which may have an impact on the price of the DN Notes.

For the avoidance of doubt, the investors who are holding beneficial interests in the DN Notes on the CMUP or Euroclear or Clearstream through the linkage to CMU should be aware of the customary risks of holding, transferring, settling and recording beneficial interests in securities in accordance with the relevant procedures of the CMU which are typical in a conventional bond transaction involving the CMU as a clearing system, and likewise where such beneficial interests are held, transferred, settled and recorded on Euroclear and/or Clearstream and/or through the linkage between Euroclear and Clearstream with the CMU (as the case may be). The Platform Provider assumes no responsibility for and provides no assurance or guarantee in relation to the continued and smooth operation of the conventional and non-DLT clearing or settlement process of the CMUP (including the linkage to Euroclear and Clearstream).

Any failure or anticipated failure by the DLT Platform Operator, the CMU-DSI or the Direct Participants to perform their obligations in connection with the DN Notes could adversely affect trading in or the price of DN Notes in the secondary market (if any).

The Platform, as operated by CMU as DLT Platform Operator, is a novel technological platform and the issuance being conducted is a first issuance

While the Platform is developed for use in connection with the issuance of DLT-based “digitally native” debt securities and the Platform utilises a private permissioned blockchain with nodes operated initially by the DLT Platform Operator, the DN Notes will represent the first issuance on the Platform to be operated by the DLT Platform Operator. Accordingly, there is a risk that the Platform will not operate as intended, whether due to undiscovered technical flaws, errors in system design, any delay or failure to implement functionalities which may be present in other similar clearing or settlement platforms, or otherwise. This may cause the Platform to malfunction or function in an unexpected or unintended manner.

An earlier version of the DLT platform using similar technology was deployed in an issuance by a European supra-national institution in early 2023, where such platform consisted of a private blockchain component which ran on Hyperledger Fabric and a public blockchain component which ran on Ethereum via Coinbase. The experience in deploying and operating the DLT platform technology in that issuance may be referenced in the current issuance, although there is no guarantee that the Platform in the current issuance will operate or function as intended given its novelty.

Other than at the initial issuance stage, the Platform is expected to facilitate asset servicing and other events during the lifetime of the DN Notes. The Platform’s asset servicing functions or functions to support other events during the lifetime of the DN Notes are also novel, untested and there is no guarantee that the Platform will function as intended and will not encounter flaws or errors during such processes.

As with other novel software based products, the computer code underpinning the Platform may contain errors, or lead to unexpected outcomes. While the DLT Platform Operator has tested the Platform in accordance with its strict internal testing and approval processes, there can be no assurance that the Platform will not cause the integrated software to malfunction or to function incorrectly. Any failures in the underlying technologies may also cause the Platform to malfunction or function in an unexpected or unintended manner and for instance may result in erroneous transfers or improper recording of legal title to the DN Notes in the Digital Token Accounts. Any error or unexpected functionality may cause a loss of confidence in the Platform and result in a decline in liquidity and market value of the DN Notes and substantial losses to investors.

While a Business Continuity Plan has been developed in the event the Platform does not operate as intended, there can be no assurance that the contingency plans contained therein can be implemented promptly, or at all, or that such plans will adequately address any failings in the Platform. In such case, investors may be unable to sell their interests in the DN Notes promptly, if at all, and may suffer losses as a result.

Technical issues arising from internal or external causes associated with the development of the Platform, for example DLT network connectivity issues, scalability, block validation mechanisms, fraudulent uses, hackings, bugs or any other human or technological malfunction or errors could result in a variety of adverse consequences for investors such as delays in receiving payments of interest or principal, delays in or inability to transfer legal title to the DN Notes or to receive the corresponding subscription moneys, or incorrect record keeping on the Platform or further in the custody or intermediary chain, which could, in a worst-case scenario, result in an investor's interests in the DN Notes being temporarily or permanently lost or misplaced.

In addition, the fee arrangements which the DLT Platform Operator, the CMU-DSI, the Direct Participants or other parties may impose on investors in connection with the provision of their services in connection with the Platform and the DN Notes may differ from fee arrangements with which investors are familiar in other systems. The amounts received by investors under an investment in the DN Notes may be reduced as a result of any fees or charges being imposed by the DLT Platform Operator, the CMU-DSI, the relevant Direct Participant or any other relevant persons in connection with that investor's investment in the DN Notes or transactions relating thereto.

Further, where the investors are holding beneficial interests in the DN Notes on the CMUP or on Euroclear or Clearstream through the linkage to CMU, settlement of such beneficial interests in the DN Notes may take place on the CMUP and not on the Platform. The Platform Provider assumes no responsibility for and provides no assurance or guarantee in relation to the continued and smooth operation of the conventional clearing or settlement process of the CMUP (including the linkage to Euroclear or Clearstream).

The record of DN Notes may be migrated to the CMUP in the case of a BCP Termination Event

Condition 15 of the Conditions provides that if a BCP Termination Event occurs and following the giving of the BCP Notice (as defined in the Conditions) in relation thereto, the DLT Platform Operator shall, in accordance with the Platform Related Documentation, without consultation with any party and without any Noteholders' approval, commence a Bond Migration.

In order to effect the Bond Migration, the DLT Platform Operator will transfer the record of legal title to the DN Notes determined by the DLT Platform Operator from the Platform to the CMUP, where the CMUP will record such legal title as beneficial interests in the CMU securities accounts of the Noteholders (other than the CMU-DSI). Following such Bond Migration, the Direct Participants will no longer hold legal title to the DN Notes and instead will hold beneficial interests in the DN Notes in the respective CMU securities accounts of the relevant CMU members. The CMU-DSI will also no longer hold legal title to the DN Notes, although beneficial interests held by CMU members through the CMU-DSI as intermediary will remain in the respective CMU securities accounts of the relevant CMU members. Investors holding beneficial interests in the DN Notes via Euroclear or Clearstream through the linkage to CMU will continue to hold beneficial interests in the DN Notes through such linkage. Following a Bond Migration, the legal title of the DN Notes will be held by the HKMA as operator of the CMU and such record of legal title will be reflected in a computerised database maintained by the CMU as record keeper on the CMUP. The DN Notes will continue to be in dematerialised book entry form, although they will be cleared and settled through the CMUP.

Upon a BCP Notice in relation to a BCP Termination Event being given to Noteholders, all Noteholders (whether for their own account or acting as intermediary or custodian for investors) shall be deemed to consent to such Bond Migration in accordance with the Conditions and shall assist the DLT Platform Operator as it directs in such Bond Migration. See also "*Overview of the Platform and Clearing, Settlement and Operational Information – Business Continuity Plan*" for further details.

The use of a private blockchain and smart contract technology to record, settle and maintain the DN Notes is novel and largely untested and may contain inherent flaws and limitations

Blockchain is a type of DLT. It is a nascent and rapidly changing technology and as a result the new capabilities are not fully proven in use and remain largely untested in financial markets. The Platform relies on materials, software, equipment, systems or other intellectual property held by or licensed by third party service providers, including (i) DAML as smart contract language technology; (ii) Hyperledger Fabric, private and permissioned enterprise blockchain technology; and (iii) Canton Network.

There are limited examples of the use of a blockchain network to record interests in DLT-based “digitally native” debt securities and the use of a blockchain technology in the context of an issuance of notes is still in an early development stage, including in Hong Kong. There is no assurance, warranty or representation that the process for issuing and recording a transfer of the DN Notes in a blockchain network environment will perform as well as in the existing central securities depository systems such as the CMU, Euroclear or Clearstream, and the Platform may not perform the full range of functions available in such clearing systems.

Private blockchain technology used in the Platform aims to provide enhanced transparency and immutability, ensuring the DLT Platform Operator has access to a single, unalterable source of truth. While this is intended to provide legal certainty, heightened transparency and efficiency, such technological immutability may mean that the ledger record of a transaction processed in error on the Platform cannot be undone. Although the Platform has built in place various safeguards and the DLT Platform Operator is able to reverse the transaction by manual amendments to the ledger records, there is no guarantee that the technical immutability of the private blockchain will not create any unforeseen or unforeseeable issues in scenarios of erroneous records of transfers or errors in ledger records. This may in turn lead to negative view of the novel and largely untested blockchain technology in the financial markets.

If there is a negative trend in respect of market participant acceptance of DLT-based “digitally native” debt securities, this could have an adverse impact on the DN Notes. If investments in DLT-based “digitally native” debt securities become less attractive to the market, or if blockchain networks and digital assets do not gain acceptance, or public trust there could be an adverse impact on the DN Notes and thereby impact the liquidity of the DN Notes.

Investors should note that a smart contract audit has not been conducted before deployment of the smart contracts mentioned above. There is no guarantee that the smart contracts of the Platform as mentioned will operate as intended without risk of inherent flaws, limitations or failure and if such issues can be rectified duly and timely without any adverse impacts on the DN Notes.

The malfunction, unintended function, coding or human error, or even total failure of the Platform may materially and adversely affect the DN Notes

Information on the Platform such as asset description of the DN Notes, quantity issued and settlement information of each Accountholder will rely on the proper functioning of smart contracts. Any malfunction, unintended function, coding or human error (including erroneous information or data) or unexpected functioning of the underlying technological components of the Platform, and in particular due to possible technological developments, may cause the Platform to malfunction or function in an unexpected or unintended manner and may result in unlawful or erroneous transfers of DN Notes. The Issuer has no responsibility or liability in respect of the functionality, availability, compliance with applicable laws, suitability, malfunction, or any function that operates in an unexpected or unintended manner of or any technical flaws or issues in the Platform as operated by the DLT Platform Operator.

As the Platform relies on novel technology, there is an inherent risk that the Platform may experience failure or be terminated unexpectedly and irrevocably due to technological failure, human error, third party failures or other unforeseeable factors. Such failure and termination, if unremedied and is permanent, may cause the Platform or database thereon to be irretrievably destroyed with no likelihood of coming back online and the balances of the Digital Token Accounts to be irretrievably lost, missing or inaccessible. In the case of such total failure of the Platform, there is no guarantee that any or all data on the Platform will not be leaked or missing. In the event of a BCP Disruption Event or BCP Termination Event, access by an Accountholder to its account profile, and all functionalities that an Accountholder may otherwise perform on the Platform, including the transfer of legal title to the DN Notes (and correspondingly beneficial interests represented off-Platform in CMUP or in accordance with custodial arrangements), will be suspended or, in the case of a BCP Termination Event, permanently discontinued and migrated in accordance with Platform Related Documentation.

It is anticipated that throughout the life of the DN Notes, the Platform will go through scheduled and routine maintenance, or unscheduled maintenance from time to time. As such, the CMU-DSI and a Direct Participant may face short periods of time where they may not be able to access the Platform to settle and transfer legal title to the DN Notes, or access Platform Records in accordance with the Platform Related Documentation. Further, failure to update (or update in a timely fashion) a protocol or network on the Platform may in turn cause the Platform to become more susceptible to the risk of exploits or hacks. There is no guarantee that the Platform will remain accessible at all times and will not be susceptible to temporary or total failure.

Potential investors should assess the risk of the total breakdown of the Platform, both on a temporary and permanent basis, and seek professional advice before investing in the DN Notes.

The Platform may be susceptible to malicious cyber-attacks or may contain exploitable flaws, which may result in security breaches

The Platform will provide solutions developed in the context of the DN Notes (in particular for their issuance, settlement, transfer, redemption, cancellation and other operation management). While the Platform will be operated by the DLT Platform Operator, which will initially operate all nodes relating to the maintenance of the private and permissioned blockchain on which the DN Notes will be recorded, there is a risk of attacks on, unauthorised access to or fraudulent use of the Platform. There is no guarantee the Platform will not encounter malicious actors manipulating distributed ledger networks and smart contract technology. Further, such cybersecurity risks or exploitable flaws might be increased over time due to developments in cryptographic technologies and techniques and there is no guarantee the Platform will be fully protected against such attacks, if any. Further, in light of such anticipated developments in cryptographic technologies, if there is a failure to update (or update in a timely fashion) a protocol or network on the Platform, this may in turn cause the Platform to be more susceptible to the risk of exploits or hacks. In the case of such events, there is no guarantee that the DN Notes as recorded on the Platform will not be lost, stolen or inaccessible. Such events could result in a partial or total loss of an investor's investment in DN Notes, inaccurate execution and recording of transactions involving the DN Notes or a decline in user activity which could have a negative impact on the market price of the DN Notes and the liquidity of any market therein.

The Platform relies on the services of certain third party service providers

The Platform relies on materials, software, equipment, systems or other intellectual property held by or licensed by third party service providers, including (i) DAML as smart contract language technology; (ii) Hyperledger Fabric, private and permissioned enterprise blockchain technology; and (iii) Canton Network. The Platform also depends on third parties to provide internet, telecommunication and fibre optic network connectivity to data centres. Systems of third party providers may operate slowly or cause one of the following to occur:

- unanticipated disruptions in service on the Platform;
- slower response times and delays in execution and processing;
- failed settlement of trades;
- incomplete or inaccurate accounting, recording or processing of trade settlement;
- financial losses;
- security breaches;
- litigation or other claims;
- loss of investors; and
- regulatory sanctions.

The Platform will need to be well prepared for such failures by third party service providers and continue to upgrade, maintain and stabilise the Platform hardware and software throughout the life of the DN Notes.

The Platform is reliant on the cloud network used to store databases

The Platform will rely on services provided by cloud network providers and data on the Platform will be stored in cloud networks provided by third party suppliers. Any failures, disruptions, weaknesses, security breaches of the cloud network could adversely impact the ability of the Platform to provide its functionality and may result in information loss in the database. In addition, in the event that contracts with cloud providers are terminated, this could introduce disruptions to the Platform functionality.

The Platform is reliant on the internal controls and procedures of the DLT Platform Operator

Operational risks relate to the risk of loss due to breakdowns or weaknesses in the internal controls and procedures of the DLT Platform Operator operating the Platform (i.e. service disruptions). The DLT Platform Operator has identified control objectives and related key controls to ensure operations are maintained and there is proper control of established processes and business continuity measures in the Platform Related Documentation. Failures in such internal controls and procedures may result in operational disruptions to the Platform, impacting the functionality for Accountholders. For instance, this may impact the ability of an Accountholder to transfer legal title to the DN Notes to another Accountholder's Digital Token Account, which in turn could impact liquidity.

Risks of misuse or misappropriation of personal data by a third party or by the parties that have access to such information

In case of a misuse or misappropriation of personal data by a third party, the Issuer, the DLT Platform Operator, the Joint Lead Managers and/or the Accountholders may become subject to litigation, reputational harm and possible liability.

The Issuer, the DLT Platform Operator, the Joint Lead Managers and the Accountholders, to the extent applicable, may be liable if they conduct data processing in a way that does not comply with the applicable laws and regulations on the protection of personal data. For example, they could be liable if they process personal data or for an excessive period of time, if they do not comply with the data subjects' rights, or if they have not implemented appropriate security measures.

The entire blockchain layer of the Platform may suffer from total failure as a result of catastrophic failure of data centres where the nodes on the Platform are running due to natural disasters, floods, earthquakes or power outage, among others

Catastrophic disasters, severe weather conditions, the outbreak of epidemics, acts of God or other events, all of which are beyond the DLT Platform Operator control, may adversely affect the physical location of where the data centres where the nodes are located and running and where the power supply, servers or hardware supporting the Platform are located.

There could be temporary or permanent property damage and environmental damage to the servers of the nodes which may affect the Accountholders' ability to use the nodes or the Platform's functions. If any of the nodes on the Platform are damaged by severe weather or any other disaster, accident, catastrophe or other event, the Platform's operations and the Accountholders' activities may be significantly interrupted and there is no guarantee that such interruption will not be permanent and the Platform will not be terminated as a result.

The DN Notes will be in dematerialised book entry form on the Issue Date with no physical certificate and there is no universal definition or legislative definition under Hong Kong law of, nor settled market consensus on, the term "digitally native"

The DN Notes will be issued in dematerialised book entry form in the Specified Currency and the Aggregate Nominal Amount as specified in the relevant Pricing Supplement. No physical certificate or other evidence of title will be issued by, or on behalf of, the Issuer to evidence legal title to a DN Note, except in the circumstances described in the section headed "*Overview of the Platform and Clearing, Settlement and Operational Information – Exchange of record of DN Notes into Individual Certificates*". In the event of closure of the CMU or malfunction of the Platform, a Noteholder may not be able to obtain a record of its holding of the DN Notes, which could cause a delay or make it impossible for the Issuer to make payment to the relevant investor.

In the context of the DN Notes, "digitally native" describes the design features that such DN Notes are validly issued upon (i) the due execution and delivery of the DNN Deed of Covenant; and (ii) the initial recording of the relevant Aggregate Nominal Amount in one or more Digital Token Accounts by the DLT Platform Operator in the Platform Record in accordance with the Platform Related Documentation and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified in the relevant Pricing Supplement. Accordingly, the DN Notes cannot come into existence without the Platform Record having been created, which gives the DN Notes a "digitally native" quality. However, there is no universal definition or legislative definition under Hong Kong law of, nor settled market consensus on, the term "digitally native". If investments in DLT-based "digitally native" debt securities become less attractive to the market, or if blockchain networks and DLT-based "digitally native" debt securities do not gain acceptance, there could be an adverse impact on the DN Notes and thereby impact the liquidity of the DN Notes.

If any relevant Accountholder fails to perform its duties, investors could suffer delays in the transfer of beneficial interests in the DN Notes or in the payments thereunder

An investor may hold beneficial interests in the DN Notes through the CMU-DSI or a Direct Participant by entering into a custody or intermediary arrangement with the CMU-DSI or that Direct Participant off-Platform. As a result, such investor will need to depend upon the due execution of the respective duties applicable to the relevant Accountholder and any other relevant Accountholder.

A lack of efficiency or failure in the execution by any such Accountholder of its duties may affect the liquidity, transfer timing of, and ability to transfer beneficial interests in, the DN Notes or may create a delay in the payment of interest amount and/or the redemption amount under the DN Notes, as the case may be, which may have an impact on the price of the DN Notes.

Risks Related to the Legal and Regulatory Treatment of Blockchain Technology

There are currently no regulations in force in Hong Kong specifically governing the use of blockchain technologies in performing the existing functionalities on the Platform; new Hong Kong or international regulations may be introduced and affect the Platform or Accountholders adversely

Blockchain technology enabling the Platform's performance of its existing functionalities is subject to a rapidly evolving regulatory landscape in Hong Kong and internationally, which might affect the security, privacy, the ability to buy or sell bonds issued using blockchain technology or other regulatory aspects of blockchain-based transactions and trigger changes to, for example, the blockchain networks and relevant documentation. Regimes applicable in different jurisdictions are at different stages of development and can be highly divergent. Hong Kong laws and regulations in respect of blockchain-based securities is at a nascent stage and the use of blockchain technologies to record primary securities market processes, providing blockchain as a technology solution to hold, trade and settle such assets, and providing certain paying agent functions on the Platform is currently not specifically governed under any regulatory regime within Hong Kong. The issuance of digitally native notes under Hong Kong law is also novel and untested with no prior precedent.

New regulations or policies, including supervisory practices, may develop rapidly in future, and may materially and adversely affect the DLT Platform Operator's activities relating to the Platform, any intermediaries' dealing in the DN Notes, and each applicable party's obligations under the applicable regulatory regimes relevant to its existing activities, as the case may be. For example, a circular was published by the Securities and Futures Commission of Hong Kong on 2 November 2023 in respect of overseeing the conduct of intermediaries in dealing with blockchain technology-based tokenised securities. The circular does not regulate the application of blockchain technologies, but reminds intermediaries to identify and manage risks related to the use of blockchain technologies.

Although it is impossible to predict the positions that will be taken by applicable governing and regulatory authorities in the future, any regulatory changes affecting blockchain or virtual assets, new or changing laws and regulations or interpretations of existing laws and regulations may in the future materially and adversely affect the use of the Platform, including without limitation for recording and transfers of legal title to the DN Notes.

In addition, failure by the Issuer or any other interested party to comply with any new laws, rules or regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences for the Noteholders.

TERMS AND CONDITIONS OF THE DIGITALLY NATIVE NOTES

The section titled “Terms and Conditions of the Notes” of the Offering Memorandum shall be deleted in its entirety and replaced with the following.

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, shall be applicable to each Tranche of DN Notes (and not to any other Series of Notes issued under the Programme). All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement. References in these Conditions to “DN Notes” are, unless the context requires otherwise, to the DN Notes of one Series only, not to all DN Notes that may be issued under the Programme.

The DN Notes have the benefit of a deed of covenant dated the Issue Date (as amended, restated and/or supplemented from time to time, the “**DNN Deed of Covenant**”) entered into by the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (the “**HKSAR Government**” or the “**Issuer**”) and are issued under the Issuer’s HK\$200,000,000,000 global medium term note programme (the “**Programme**”). A fiscal agency agreement dated 5 February 2024 (the “**DNN Agency Agreement**”) has been entered into in relation to the DN Notes between the Issuer, The Hongkong and Shanghai Banking Corporation Limited as the fiscal agent (the “**Fiscal Agent**”, which expression shall include its successor(s)), the principal paying agent (the “**Principal Paying Agent**”, which expression shall include its successor(s)) and the other agents named in it. “**Agent**” or “**Agents**”, as the case may be, means each of the Fiscal Agent, the Principal Paying Agent and any other agent appointed pursuant to the DNN Agency Agreement and any of their successors appointed from time to time in connection with the DN Notes.

The original executed DNN Deed of Covenant is held by the Fiscal Agent. Copies of the DNN Deed of Covenant and the DNN Agency Agreement are available for inspection at all reasonable times during usual business hours (being between 9:00 a.m. (Hong Kong time) and 3:00 p.m. (Hong Kong time) from Monday to Friday (other than public holidays)) at the specified office of the Fiscal Agent (being at the Issue Date at Level 26, HSBC Main Building, 1 Queen’s Road Central, Hong Kong) following prior written request and proof of holding and identity to the satisfaction of the Fiscal Agent.

A copy of the CMU Reference Manual and any supplement thereto in relation to the Platform are available on the website of the CMU at <https://www.cmu.org.hk/en/reference-materials>. The CMU will make available the Platform Related Documentation to the Direct Participants upon prior written request at all reasonable times during business hours. The Platform Related Documentation, the relevant procedures of the DLT Platform Operator, the information set forth therein and any content on such website are not a part of, nor incorporated by reference into, these Conditions.

For the avoidance of doubt, (i) the trust deed dated 9 September 2022 entered into between the Issuer and The Hongkong and Shanghai Banking Corporation Limited as the trustee (the “**Trustee**”), and (ii) the agency agreement dated 21 January 2021 entered into between the Issuer, the Trustee and the agents named therein, in each case in relation to the Programme, do not apply to the DN Notes.

The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of these terms and conditions of the DN Notes (these “**Conditions**”), the DNN Deed of Covenant and the relevant pricing supplement (each, a “**Pricing Supplement**”) and are deemed to have notice of those provisions applicable to them of the DNN Agency Agreement.

As used in these Conditions, “**Tranche**” means DN Notes which are identical in all respects. Each Tranche is the subject of a Pricing Supplement which supplements and/or completes these Conditions.

An investor who is not itself a Direct Participant and who holds beneficial interests in or rights to any DN Notes through a Direct Participant or the CMU DSI must look to that Direct Participant or the CMU-DSI (and any other intermediary or custodian) through which it holds its beneficial interests in or rights to the DN Notes for receipt of these Conditions and the relevant Pricing Supplement. These Conditions, the DNN Deed of Covenant and the DNN Agency Agreement do not apply to an investor who holds beneficial interests in or rights to any DN Notes through a Direct Participant or the CMU-DSI. Such investor must (if such beneficial interests are held through the CMU-DSI) rely on the relevant procedures of the CMU and/or (if such beneficial interests are held through a Direct Participant) the procedures of the relevant custody agreements for the relevant payment, enforcement, meeting and other relevant procedures through such intermediary or custodian.

1 FORM, DENOMINATION AND TITLE

- (a) **Form and Denomination:** The notes (the “DN Notes”) are issued in dematerialised book entry form in the Specified Currency and the Aggregate Nominal Amount as specified in the relevant Pricing Supplement and shall be validly issued when (i) the DNN Deed of Covenant has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount has been duly recorded in one or more Digital Token Accounts by the DLT Platform Operator in the Platform Record in accordance with the Platform Related Documentation and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified in the relevant Pricing Supplement.
- (b) **Legal Title:**
- (i) Legal title to a DN Note will vest in the Noteholder for the time being of such DN Note recorded in the Platform Record. Subject as provided in Condition 15, the Platform Record shall be the sole source for determining a Noteholder’s legal title at any given time. The Noteholder of the relevant DN Note from time to time shall be identified exclusively by reference to the Platform Record. Subject as provided in Condition 15, no physical certificate or record evidencing entitlements to the DN Notes will be issued by the DLT Platform Operator or otherwise;
- (ii) Legal title to a DN Note shall pass upon the debiting of record of such DN Note from the relevant transferor Noteholder’s Digital Token Account and corresponding crediting to the transferee Noteholder’s Digital Token Account in the Platform Record, in accordance with these Conditions, the Platform Related Documentation and the relevant procedures of the DLT Platform Operator. Only the DLT Platform Operator has the responsibility for recording legal title and ownership (including any record of transfers) to any DN Note in the Platform Record. The record of transfers of DN Notes shall only occur through the Platform in accordance with Condition 2; and

- (iii) The Issuer and the Agents shall be entitled to deem and treat the Accountholder appearing in the Platform Record as being the Noteholder at any given time to be the absolute owner of the relevant DN Note for the purpose of making payments and for all other purposes, whether or not such DN Note is overdue and regardless of any other notice of ownership, trust or an interest therein or any notice of any previous theft or loss thereof, and all payments on a DN Note to such Noteholder shall be deemed valid and effectual to discharge the liability of the Issuer in respect of such DN Note to the extent of the sum or sums so paid in accordance with these Conditions. Each of the Issuer and the Agents shall be entitled to accept and rely conclusively on the Platform Record without further enquiry and without liability to any Noteholder, in which event the same shall be conclusive and binding on Noteholders.

Title to any beneficial interests in the DN Notes will be reflected in accordance with (if such beneficial interests are held through the CMU-DSI) the relevant procedures of the CMU and/or (if such beneficial interests are held through a Direct Participant) the procedures of the relevant custody agreements.

(c) **Definitions:**

In these Conditions:

an “**Accountholder**” means a Direct Participant or the CMU-DSI, each using the direct participant functionality on the Platform and a person for the time being appearing in the Platform Record as holder of one or more Digital Token Account(s). Once a Bond Migration has been effected in accordance with Condition 15, all references to “**Accountholder**” shall be construed *mutatis mutandis*;

“**CMU**” means the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority;

“**CMU-DSI**” means the internal operational mechanism of the DLT Platform Operator using the direct participant functionality on the Platform solely as a digital securities intermediary for members of the CMU;

“**CMUP**” means the conventional clearing system of the CMU;

“**CMU Reference Manual**” means the reference manual relating to the operation of the CMU issued by the HKMA to CMU members, as amended from time to time;

“**Digital Token Account**” means, in respect of a DN Note, a digital token account on the Platform against which legal title in a relevant DN Note is recorded in the name of, and for, an Accountholder (as the digital token account holder), in respect of which a credit balance represents the legal title to such DN Note and the rights of such Accountholder as a Noteholder with regard to such DN Note in accordance with these Conditions;

a “**Direct Participant**” means a participant of the Platform using the direct participant functionality on the Platform, holding one or more Digital Token Account(s) for its own account and/or in a custodian or intermediary capacity, which, for the avoidance of doubt, does not include the CMU-DSI or any Agent performing the function as the Issuer’s agent on the Platform;

“**Distributed Ledger**” means the private permissioned distributed ledger (operated as a blockchain) maintained through the Platform on which the DLT Platform Operator will record legal title to, and transfers of, the DN Notes from time to time;

“DLT Platform Operator” means CMU in its capacity as the operator of the Platform, performing the platform operator functionality and performing the CMU-DSI function;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

a **“Noteholder”** means, with respect to the DN Notes, the Accountholder for the time being appearing in the Platform Record as the holder of the Digital Token Account to which the legal title to the nominal amount of DN Notes is recorded as held by such Accountholder, and references to the **“holder”** of a DN Note shall be construed accordingly. Once a Bond Migration or the issuance of individual certificates, as applicable, has been effected in accordance with Condition 15, all references to **“Noteholders”** and **“holder”** of a DN Note shall be construed *mutatis mutandis*;

“Platform” means the online platform using distributed ledger technology operated by the DLT Platform Operator as an extension of the CMU, used for, including but not limited to, the issuance, settlement, transfer, redemption and cancellation of the DN Notes, and pursuant to which (i) the Direct Participants may manage their holdings of legal title to the DN Notes in Digital Token Accounts for their own account and/or in a custodian or intermediary capacity and (ii) the CMU-DSI may hold the DN Notes in its Digital Token Account acting as digital securities intermediary for members of the CMU;

“Platform Related Documentation” means the documents, policies or processes governing the use of and in connection with the Platform which are applicable to the DN Notes, including but not limited to the CMU Reference Manual and supplements thereto in relation to the operation of the Platform, the rulebook and terms of use of the Platform, as each is disseminated, disclosed or made available or specified by the DLT Platform Operator and in force from time to time as may be replaced or superseded; and

“Platform Record” means the records of the DLT Platform Operator on the Distributed Ledger as to the holdings of legal title to the DN Notes by the Accountholders in Digital Token Accounts on the Platform from time to time.

2 TRANSFERS OF DN NOTES

- (a) **Transfers in the nominal amount of a Specified Denomination:** A transfer of legal title to the DN Note may only be recorded in a Digital Token Account in a nominal amount equal to a Specified Denomination. Any record of a residual holding of legal title to a DN Note with a denomination of less than the minimum Specified Denomination may not be transferred.
- (b) **Record of Transfers on the Platform:** All records of transfers of legal title to the DN Notes and entries on the Platform will be made in accordance with these Conditions, the Platform Related Documentation and the relevant procedures of the DLT Platform Operator. Records of transfers of legal title to the DN Notes will be effected, and may only be effected, through the Platform and may, subject as provided in Condition 15, only be between Accountholders. Such record of transfers of legal title to the DN Notes may require instructions to be provided on the Platform by both the transferor and transferee and will be effected through recording the debiting of record of legal title to the DN Notes from the transferor’s Digital Token Account and crediting of record of legal title to the DN Notes to the transferee’s Digital Token Account.

Any transfer of beneficial interests in the DN Notes will be effected in accordance with (if such beneficial interests are held through the CMU-DSI) the relevant procedures of the CMU and/or (if such beneficial interests are held through a Direct Participant) the procedures of the relevant custody agreements, and, depending on how such transfer of beneficial interests is effected, may or may not result in a transfer of a record of legal title on the Platform in accordance with Condition 2, and in any case always in accordance with the relevant procedures of the DLT Platform Operator. A copy of the relevant transfer procedures of the CMU is available on the website of the CMU at <https://www.cmu.org.hk/en/reference-materials> and investors should refer to Section 4 (Securities Transfers and Settlement Services) of Part II (Clearing, Settlement and Custodial Services) of the CMU Reference Manual. Any content on such website is not a part of, nor incorporated by reference into, these Conditions.

- (c) **Transfers of DN Notes Subject to Applicable Fee, Tax, Duty etc.:** Transfers of DN Notes to or from any Digital Token Account shall be effected to the relevant Noteholder by the DLT Platform Operator, but upon payment by the relevant Noteholder of any fee, tax, duty, assessment or other governmental charges that may be imposed in relation to such record of transfer of legal title (or the giving of such indemnity as the DLT Platform Operator may require).
- (d) **Closed Periods:** No Noteholder shall be entitled to record a transfer of any DN Note to or from the relevant Digital Token Account:
- (i) during the period from (and including) 11:30 p.m. (Hong Kong time) on the Clearing System Business Day immediately preceding the Maturity Date and ending on (and including) the Maturity Date;
 - (ii) in the circumstances described in Condition 7(c);
 - (iii) during a BCP Disruption Event or a BCP Termination Event (other than for the purpose of a Bond Migration in accordance with Condition 15);
 - (iv) following an issuance of any individual certificates in accordance with Condition 15; or
 - (v) where a default notice has been given by such Noteholder in respect of all or part of the DN Notes held by it, pursuant to Condition 10 in relation to such DN Notes.

In these Conditions, “**Clearing System Business Day**” means a day on which the CMU and the Platform are open for business.

Noteholders should note that the restrictions on recording any transfer of DN Notes in Digital Token Accounts in Condition 2(d) will apply irrespective of whether or not the Platform accepts relevant instructions after the relevant cut-off time specified in Condition 2(d). The Issuer, the DLT Platform Operator and all other interested parties will be entitled, without liability, to treat the Noteholders as at the relevant cut-off time as being the legal owner entitled to such DN Notes for all purposes and the DLT Platform Operator’s determination of the Platform Record of the Noteholders and their holdings as at the relevant cut-off time shall be conclusive and binding on all Noteholders. Direct Participants or the CMU-DSI may impose corresponding restrictions in their systems or procedures with respect to the beneficial interests in or right to the DN Notes held in their capacity as an intermediary or a custodian, as the case may be, for investors and CMU-DSI may impose corresponding restrictions in the relevant CMU procedures with respect to the beneficial interests in or right to the DN Notes held in their capacity as a digital securities intermediary for members of the CMU.

3 STATUS

The DN Notes constitute direct, general, unconditional and (subject to Condition 4) unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsecured External Debt of the Issuer, from time to time outstanding, *provided*, however, that the Issuer shall have no obligation to effect equal or rateable payment(s) at any time with respect to any such other External Debt of the Issuer and, in particular, the Issuer shall have no obligation to pay other External Debt of the Issuer at the same time or as a condition of paying sums due under the DN Notes, and *vice versa*.

4 NEGATIVE PLEDGE

So long as any DN Note remains outstanding (as defined in the DNN Agency Agreement), the Issuer will not create or permit to subsist any Encumbrance on the whole or any part of the Exchange Fund as security for any HKSAR Government Public External Debt unless, at the same time or prior thereto, or promptly thereafter, all amounts payable by the Issuer under the DN Notes are secured at least equally and rateably with such HKSAR Government Public External Debt, or the Issuer provides such other security for its obligations under the DN Notes, as approved by the holders of the DN Notes in accordance with the DNN Agency Agreement.

For the avoidance of doubt, any Encumbrance created on the assets or revenues of any corporate entity in which the Issuer has a direct or indirect equity interest or other stake (other than any entity established to own or manage any part of the Exchange Fund) shall not be considered to be an Encumbrance on the Exchange Fund or any part thereof.

For the purposes of this Condition 4:

“**Encumbrance**” means any lien, pledge, mortgage, security interest, deed of trust, charge or other encumbrance or arrangement any of which has the practical effect of constituting a security interest with respect to the payment of any obligations with or from the proceeds of any property, assets or revenues of any kind (including, without limitation, any equivalent created or arising under the laws of Hong Kong), it being expressly understood and agreed that bonds, alternative bonds, promissory notes or other instruments issued by the Issuer, including the DN Notes, pursuant to the Loans Ordinance of Hong Kong or the Loans (Government Bonds) Ordinance of Hong Kong or any re-enactment thereof, in respect of which the repayment of principal and payment of the financial charges and other amounts thereon are charged on and made payable out of the general revenues and assets of Hong Kong pursuant to those ordinances (and not otherwise), including any sinking fund arrangement as provided in such bonds, will not be construed or deemed to create any Encumbrance on the whole or any part of the Exchange Fund;

“**Exchange Fund**” means the fund established and maintained pursuant to the Exchange Fund Ordinance of Hong Kong;

“**External Debt**” means all obligations of any person, and all guarantees or indemnities by any person (whether by contract, statute or otherwise), for or in respect of borrowed money or evidenced by bonds, trust certificates, debentures, notes or similar instruments which, in each case, (1) have an original maturity in excess of one year; and (2) are denominated or payable, or which, at the option of the holder thereof, may be payable in a currency other than the currency of Hong Kong or by reference to a currency other than the currency of Hong Kong;

“**HKSAR Government Public External Debt**” means Public External Debt undertaken directly by and in the name of the Issuer and backed by the full faith and credit of the Issuer. Obligations, guarantees and indemnities undertaken “directly by and in the name of the Issuer” do not include obligations, guarantees and indemnities undertaken by any corporate entity in which the Issuer has a direct or indirect equity interest or other stake; and

“**Public External Debt**” means any External Debt which is publicly offered or privately placed in one or more securities markets and which is in the form of, or represented by, notes, bonds, trust certificates or other securities that are or may be quoted, listed or ordinarily purchased or sold on any stock exchange, automated trading system or over-the-counter or other securities market (including, without limitation, securities eligible for resale under Rule 144A).

5 INTEREST AND OTHER CALCULATIONS

- (a) **Interest:** The DN Notes bear interest on their outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(c).
- (b) **Accrual of Interest:** Interest shall cease to accrue on each DN Note on the due date for redemption unless, upon such due date, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).
- (c) **Calculations:** The amount of interest payable per Calculation Amount in respect of any DN Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified in the relevant Pricing Supplement, and the Day Count Fraction for such Interest Accrual Period (with all currency amounts that fall due and payable rounded to the nearest unit of such currency (with anything less than a full unit being rounded down), unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such DN Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated. For these purposes, “**unit**” means the lowest amount of such currency that is available as legal tender in the country or countries, as the case may be, of such currency.

- (d) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

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

- (i) if “**Actual/Actual**” is specified in the relevant Pricing Supplement, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the relevant Pricing Supplement, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**30/360**” is specified in the relevant Pricing Supplement, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (iv) if “**Actual/Actual-ICMA**” is specified hereon:
 - (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

- (b) if the Calculation Period is longer than one Determination Period, the sum of:
- (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

“Determination Date” means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s); or

- (v) such other Day Count Fraction as specified in the relevant Pricing Supplement;

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date;

“Interest Amount” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of the DN Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period;

“Interest Commencement Date” means the Issue Date or such other date as may be specified in the relevant Pricing Supplement;

“Interest Period” means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date unless otherwise specified in the relevant Pricing Supplement;

“Interest Period Date” means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement; and

“Rate of Interest” means the rate of interest payable from time to time in respect of the DN Notes and that is specified in accordance with the provisions in the relevant Pricing Supplement.

6 REDEMPTION, PURCHASE AND OPTIONS

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below, each DN Note shall be finally redeemed on the Maturity Date specified in the relevant Pricing Supplement at its Final Redemption Amount (which, unless otherwise provided in the relevant Pricing Supplement, is its nominal amount).
- (b) **Early Redemption:** The Early Redemption Amount payable in respect of any DN Note, upon redemption of such DN Note pursuant to Condition 6(c) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified in the relevant Pricing Supplement.
- (c) **Redemption for Taxation Reasons:** The DN Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their Early Redemption Amount (as described in Condition 6(b) above) (together with interest accrued to but excluding the date fixed for redemption), if immediately before the giving of such notice (i) the Issuer has or will become obliged to pay additional amounts as described under Condition 8 as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or, in each case, any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the DN Notes, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the DN Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition 6(c), the Issuer shall deliver to the Fiscal Agent (A) a certificate in English signed by an Authorised Signatory of the Issuer stating that the obligation referred to in (i) above of this Condition 6(c) cannot be avoided by the Issuer taking reasonable measures available to it and (B) an opinion addressed to the Fiscal Agent of independent legal or tax advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.
- (d) **Purchases:** The Issuer (itself or acting through an agent) may at any time purchase DN Notes in the open market or otherwise at any price. The DN Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meeting of Noteholders and shall not be deemed to be outstanding for the purposes of meetings of Noteholders or for the purposes of any Written Resolution (as defined in Condition 11), all as more particularly set out in Condition 11(l), or for other purposes as set out in the DNN Agency Agreement. Notes so purchased may be held or resold (provided that such resale is outside the United States as defined in Regulation S under the Securities Act) at the option of the Issuer or cancelled by the DLT Platform Operator in accordance with the Platform Related Documentation, at the option of the Issuer.
- (e) **Cancellation:** Upon the redemption of the DN Notes under Condition 6(a) or Condition 6(c) or the purchase and election of cancellation of any DN Notes under Condition 6(d), the record of DN Notes so redeemed or the record of DN Notes so purchased will be cancelled on the Platform in accordance with the Platform Related Documentation and the relevant procedures of the DLT Platform Operator (which may provide for such cancellation to be effected by the destruction of record of such DN Notes, the rendering of record of such DN Notes as inert, the deactivation of record of such DN Notes or in such other manner as may be determined by the DLT Platform Operator) and the relevant Digital Token Account(s) and Platform Records will be adjusted as appropriate on the Platform in accordance with the Platform Related Documentation. The DLT Platform Operator's determination of the Platform Record of the Noteholders and their holdings after cancellation in accordance with this Condition 6(e) shall be conclusive and binding on all Noteholders.

7 PAYMENTS

- (a) **Method of Payment:** Payments of interest and principal in fiat cash in respect of the DN Notes shall be made via Society for Worldwide Interbank Financial Telecommunications (SWIFT) off-Platform in the Specified Currency specified in the relevant Pricing Supplement by the Issuer (or by the Principal Paying Agent acting on its behalf) to, or to the order of, the DLT Platform Operator as soon as reasonably practicable on the due date for payment, for value on such due date. Such amounts will be paid by the Issuer (or by the Principal Paying Agent on its behalf) in full off-Platform to a Cash Account in the name of the DLT Platform Operator as notified to the Principal Paying Agent by the CMU. The DLT Platform Operator will, promptly upon receipt of such amounts in its Cash Account, transfer payment of the relevant amounts so received to the respective Cash Accounts of the Noteholders entitled thereto.

In these Conditions:

“**Cash Account**” means a bank account opened by the DLT Platform Operator, a Direct Participant, the CMU-DSI or any other relevant party with the Deposit Bank for the holding of fiat cash amounts in the Specified Currency specified in the relevant Pricing Supplement from time to time and (save in the case of a Cash Account of the DLT Platform Operator) notified to the DLT Platform Operator as the relevant cash account of such Direct Participant, the CMU-DSI or other relevant party for use in connection with the payment of any amounts due in relation to the DN Notes; and

“**Deposit Bank**” means The Hongkong and Shanghai Banking Corporation Limited acting under applicable cash account terms in its capacity as deposit bank in connection with the DN Notes (or any successor Deposit Bank acting under applicable cash account terms from time to time).

An investor who is not itself a Direct Participant and who holds beneficial interests in or rights to any DN Notes through a Direct Participant or the CMU-DSI must look to that Direct Participant or the CMU-DSI (and any other intermediary or custodian) through which it holds its beneficial interests in or rights to the DN Notes for receipt of its share of the payments so made. Subject to the onward transmission of any such amounts by the CMU-DSI to members of the CMU for whose account(s) interests in the relevant DN Notes are credited as being held with the CMU in accordance with the relevant procedures of the CMU, none of the Issuer, the Agents or the DLT Platform Operator will be responsible for the onward transmission of any such amounts by any Direct Participant to investors holding their beneficial interests in or rights to DN Notes through such Direct Participant and none of them will be liable for any delay or failure in the onward transmission of such amounts by the relevant Direct Participant (and any other intermediary or custodian). Such investors will have recourse only to such Direct Participant (or other intermediary or custodian) through which they hold their beneficial interests in or rights to the DN Notes. A copy of the relevant custodial services procedures (including payments of interest and principal) of the CMU is available on the website of the CMU at <https://www.cmu.org.hk/en/reference-materials> and investors should refer to Section 5 (Custodial Services) of Part II (Clearing, Settlement and Custodial Services) of the CMU Reference Manual. Any content on such website is not a part of, nor incorporated by reference into, these Conditions.

- (b) **Payment Discharge:** The making of the relevant payments of interest and principal by the Issuer (or by the Principal Paying Agent acting on its behalf) to, or to the order of, the DLT Platform Operator in accordance with Condition 7(a) will discharge the Issuer’s obligations to make such payments *pro tanto*.

In the event that any payment is duly made by (or on behalf of) the Issuer in accordance with Condition 7(a) and there is any delay or failure in the onward transmission of the relevant amounts by the DLT Platform Operator to the Cash Accounts of the Noteholders entitled thereto, each Noteholder which, as a result of such failure on the part of the DLT Platform Operator, has not received the full amount of the payment to which it is entitled shall have recourse to the DLT Platform Operator for the relevant amounts due to them, but shall have no further recourse to the Issuer (or any Agent) with respect to any such amounts; *provided* that none of the Issuer, the Agents or the DLT Platform Operator shall be liable for any amounts of interest or principal not received by a Noteholder as a result of any delay or failure by such Noteholder in providing correct Cash Account details to the DLT Platform Operator for the purposes of receiving such amounts.

The payment of interest and principal in respect of the DN Notes by the Issuer (or by the Principal Paying Agent on its behalf) to the Cash Account of the DLT Platform Operator, and the payment by the DLT Platform Operator of such amounts upon receipt to the Cash Accounts of the Noteholders entitled thereto, will, subject to the onward transmission of such amounts by the CMU-DSI to members of the CMU for whose account(s) interests in the relevant DN Notes are credited as being held with the CMU in accordance with the relevant procedures of the CMU, discharge the obligations of the Issuer and the DLT Platform Operator to make such payments. An investor who is not itself a Direct Participant and who holds beneficial interests in or rights to any DN Notes through a Direct Participant must look to that Direct Participant (and any other intermediary or custodian) through which it holds its beneficial interests in or rights to the DN Notes for receipt of its share of the payments so made. Subject to the onward transmission of any such amounts by the CMU-DSI to members of the CMU for whose account(s) interests in the relevant DN Notes are credited as being held with the CMU, none of the Issuer, the Agents or the DLT Platform Operator will be responsible for the onward transmission of any such amounts by any Direct Participant (and any other intermediary or custodian) to investors holding their beneficial interests in or rights to DN Notes through such Direct Participant (or any other intermediary or custodian) and none of them will be liable for any delay or failure in the onward transmission of such amounts by the relevant Direct Participant (or any other intermediary or custodian). Such investors will have recourse only to such Direct Participant (or other intermediary or custodian) through which they hold their beneficial interests in or rights to the DN Notes.

- (c) **Record Time:** With respect to any payment of interest and principal in respect of any DN Note, the holder of such DN Note in its Digital Token Account as at 11:30 p.m. on the Clearing System Business Day immediately preceding the due date for the relevant payment (the “**Record Time**”) shall be the Noteholder entitled to receive such payment.

Noteholders should note that it may be possible for transfers of DN Notes to be recorded in the relevant Digital Token Accounts on the Platform after the Record Time and prior to the time of payment of the relevant amount of interest or principal. The Noteholder entitled to receive the relevant payment of interest or principal will be the Noteholder holding the relevant Note(s) in its Digital Token Account at the relevant Record Time, irrespective of any subsequent crediting or debiting of record of DN Notes in any Digital Token Account.

The DLT Platform Operator’s determination of the relevant Noteholder at a Record Time and entitled to receive such payment shall be conclusive and binding on all Noteholders.

- (d) **Fiscal or other laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders in respect of such payments.

- (e) **Appointment of Agents:** The Fiscal Agent and the Principal Paying Agent initially appointed by the Issuer and their respective specified offices are set out in the DNN Agency Agreement. The Fiscal Agent, the Principal Paying Agent and the other Agents appointed under the DNN Agency Agreement act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent and the Principal Paying Agent and to appoint additional or other Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Principal Paying Agent, and (iii) such other agents as may be required by any other stock exchange on which the DN Notes may be listed.

Notice of any such change or any change of any specified office of any Agent shall promptly be given by the Issuer to the Noteholders in accordance with Condition 14.

- (f) **Non-Business Days:** If any date for payment in respect of any DN Note is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as “**Financial Centres**” in the relevant Pricing Supplement and:
- (i) (in the case of a payment in a currency other than Euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency and which is a business day in Hong Kong; or
 - (ii) (in the case of a payment in Euro) which is a TARGET Business Day and which is a business day in Hong Kong; or
 - (iii) (in the case of payment in Renminbi) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.
- (g) **Definitions:** In these Conditions:

“**Renminbi**” means the lawful currency of the People’s Republic of China;

“**Specified Currency**” means the currency specified as such in the relevant Pricing Supplement or, if none is specified, the currency in which the DN Notes are denominated;

“**T2**” means the real time gross settlement system operated by the Eurosystem, or any successor system; and

“**TARGET Business Day**” means a day on which the T2 is operating.

8 TAXATION

All payments of principal and interest by or on behalf of the Issuer in respect of the DN Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Hong Kong or any political sub-division or authority therein or thereof having power to tax (“**Taxes**”), unless such withholding or deduction of the Taxes is required by law. In such event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any DN Note:

- (a) claimed for payment by or on behalf of a holder who is liable for such Taxes in respect of such DN Note by reason of having some connection with Hong Kong or any political sub-division or authority thereof or therein having power to tax other than the mere holding of such DN Note; or
- (b) claimed for payment by or on behalf of a holder more than 30 days after the Relevant Date (as defined below) except to the extent that a holder would have been entitled to additional amounts on claiming for payment on the last day of the period of 30 days assuming, whether or not such is in fact a business day under Condition 7.

As used in these Conditions, “**Relevant Date**” in respect of any DN Note means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further claim in respect of the DN Note being made in accordance with these Conditions, such payment will be made, provided that payment is in fact made upon such claim being made. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the DN Notes, all Final Redemption Amounts, Early Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition 8 or any undertaking given in addition to or in substitution for it under the DNN Agency Agreement.

For the avoidance of doubt, no Agent shall be responsible for paying any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature referred to in this Condition 8 or otherwise in connection with the DN Notes or for determining whether such amounts are payable or the amount thereof, and none of them shall be responsible or liable for any failure by the Issuer, any Noteholder or any third party to pay such taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature in any jurisdiction or to provide any notice or information in relation to the DN Notes in connection with payment of such taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed by or in any jurisdiction, including without limitation any notice or information to any Agent that would permit, enable or facilitate the payment of any principal, premium (if any), interest or other amount under or in respect of the DN Notes without deduction or withholding for or on account of any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed by or in any jurisdiction.

9 PRESCRIPTION

Claims against the Issuer for payment in respect of the DN Notes shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 EVENTS OF DEFAULT

Upon the occurrence and continuation of any of the following events (each an “**Event of Default**”):

- (a) a default is made in the payment of any principal or interest in respect of the DN Notes and such default is not cured within 30 days of the due date for payment; or
- (b) the failure by the Issuer to observe or perform any other provision of these Conditions or the DNN Deed of Covenant if, where it is not clearly impossible to remedy such failure, it is not remedied within 60 days following delivery to the Issuer of written notice from a Noteholder to remedy such; or
- (c) the failure by the Issuer to make any payment when due of principal or financial charge in excess of U.S.\$50,000,000 (or its equivalent in other currencies) (whether upon maturity, acceleration or otherwise) on or in connection with the HKSAR Government Public External Debt, and such failure by the Issuer continues for 30 days or more after the expiry of any applicable grace period following the date on which such payment became due;
- (d) the Issuer declares a suspension of, or a moratorium with respect to, the payments of the HKSAR Government Public External Debt generally; or
- (e) at any time it becomes unlawful for the Issuer to perform or comply with any of its payment obligations under the DN Notes or any of the payment obligations of the Issuer under the DN Notes ceases to be legal, valid, binding and enforceable on it,

any Noteholder may give notice to the Issuer in accordance with Condition 14 that such Noteholder elects to declare all or some DN Notes held by it (the identifying details and the nominal amount of such DN Notes (subject to such DN Notes being in a denomination of at least the minimum Specified Denomination) shall be set forth in such notice) to be immediately due and payable, whereupon they shall become immediately due and payable at their nominal amount together with accrued interest without further action or formality.

Following the giving of a default notice in relation to the DN Notes that are recorded to a Digital Token Account in the name of a Noteholder, the holder of such DN Note shall acquire against the Issuer the Direct Rights (as defined in the DNN Deed of Covenant) in accordance with the provisions of the DNN Deed of Covenant in respect of a nominal amount of DN Notes up to the aggregate nominal amount in respect to which such default notice has been given.

An investor who is not itself a Direct Participant and who holds beneficial interests in or rights to any DN Notes through a Direct Participant or the CMU-DSI must look to that Direct Participant or the CMU-DSI (and any other intermediary or custodian) through which it holds its beneficial interests in or rights to the DN Notes for the giving of any default notice and/or the manner of obtaining any proof of holding in the exercise of any enforcement rights. If such beneficial interests are held through the CMU-DSI, a copy of the relevant securities accounts procedures of the CMU is available on the website of the CMU at <https://www.cmu.org.hk/en/reference-materials> and investors should refer to Section 4 (Securities Accounts) of Part I (General Information for Membership with the CMU) of the CMU Reference Manual. Any content on such website is not a part of, nor incorporated by reference into, these Conditions.

11 MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

(a) Convening Meetings of Noteholders, Conduct of Meetings of Noteholders and Written Resolutions

- (i) The Issuer or the Noteholders may convene a meeting of the Noteholders at any time in respect of the DN Notes in accordance with the DNN Agency Agreement. A meeting may be convened by Noteholders if the holders of at least 10 per cent. in nominal amount of the outstanding (as defined in the DNN Agency Agreement) DN Notes have delivered a written request to the Issuer in accordance with Condition 14, setting out the purpose of the meeting. The Issuer will determine the time of the meeting and manner in which it is to be held, and if a physical meeting is to be held, the place of the meeting and will notify the Noteholders in accordance with Condition 14 (in the case of a meeting convened by the Noteholders, within 10 days of receipt of such written request of meeting) of the time and purpose of the meeting and manner in which it is to be held, and if a physical meeting is to be held, the place of the meeting not less than 21 days and not more than 45 days before the meeting.

An investor who is not itself a Direct Participant and who holds beneficial interests in or rights to any DN Notes through a Direct Participant or the CMU-DSI must look to that Direct Participant or the CMU-DSI (and any other intermediary or custodian) through which it holds its beneficial interests in or rights to the DN Notes for the provision of any proxy, representative or other services at any meeting of the Noteholders. If such beneficial interests are held through the CMU-DSI, a copy of the relevant custodial services procedures (including proxy services) of the CMU is available on the website of the CMU at <https://www.cmu.org.hk/en/reference-materials> and investors should refer to Section 5 (Custodial Services) of Part II (Clearing, Settlement and Custodial Services) of the CMU Reference Manual. Any content on such website is not a part of, nor incorporated by reference into, these Conditions.

- (ii) The Issuer will set the procedures governing the conduct of any meeting in accordance with the DNN Agency Agreement. If additional procedures are required, the Issuer will determine such procedures as are customary in the market and in such a manner as to facilitate any multiple series aggregation, if in relation to a Reserved Matter the Issuer proposes any modification to the terms and conditions of, or action with respect to, two or more series of securities issued by it.
- (iii) The notice convening any meeting will specify, *inter alia*;
- A. the date and time of the meeting and manner in which it is to be held, and if a physical meeting is to be held, the place of the meeting;
 - B. the agenda and the text of any Extraordinary Resolution to be proposed for adoption at the meeting;
 - C. the record date for the meeting, which shall be no more than five business days before the date of the meeting;
 - D. the documentation required to be produced by a Noteholder in order to be entitled to participate at the meeting or to appoint a proxy to act on the Noteholder's behalf at the meeting;
 - E. any time deadline and procedures required by the DLT Platform Operator or, upon a Bond Migration pursuant to the BCP, the CMU as operator of the CMUP;

- F. whether Condition 11(b), Condition 11(c) or Condition 11(d) shall apply and, if relevant, in relation to which other series of securities it applies;
- G. if the proposed modification or action relates to two or more series of securities issued by it and contemplates such series of securities being aggregated in more than one group of securities, a description of the proposed treatment of each such group of securities;
- H. such information that is required to be provided by the Issuer in accordance with Condition 11(f);
- I. the identity of the Aggregation Agent (as defined below) and the calculation agent, if any, for any proposed modification or action to be voted on at the meeting, and the details of any applicable methodology referred to in Condition 11(g); and
- J. any additional procedures which may be necessary and, if applicable, the conditions under which a multiple series aggregation will be deemed to have been satisfied if it is approved as to some but not all of the affected series of securities.

With respect to a virtual meeting, each such notice shall set out such other and further details as are required under paragraph 27 of Schedule 1 to the DNN Agency Agreement.

- (iv) In addition, the DNN Agency Agreement contains provisions relating to Written Resolutions. All information to be provided pursuant to Condition 11(a)(iii) shall also be provided, *mutatis mutandis*, in respect of Written Resolutions.
- (v) A “**record date**” in relation to any proposed modification or action means the date fixed by the Issuer for determining the Noteholders and, in the case of a multiple series aggregation, the holders of securities of each other affected series that are entitled to vote on a Multiple Series Single Limb Extraordinary Resolution or a Multiple Series Two Limb Extraordinary Resolution, or to sign a Multiple Series Single Limb Written Resolution or a Multiple Series Two Limb Written Resolution.
- (vi) An “**Extraordinary Resolution**” means any of a Single Series Extraordinary Resolution, a Multiple Series Single Limb Extraordinary Resolution and/or a Multiple Series Two Limb Extraordinary Resolution, as the case may be.
- (vii) A “**Written Resolution**” means any of a Single Series Written Resolution, a Multiple Series Single Limb Written Resolution and/or a Multiple Series Two Limb Written Resolution, as the case may be.
- (viii) Any reference to “**securities**” means any trust certificates, notes (including, without limitation, the DN Notes), bonds, debentures or other debt securities issued by the Issuer in one or more series with an original stated maturity of more than one year.
- (ix) “**Securities Capable of Aggregation**” means those securities which include or incorporate by reference this Condition 11 and Condition 12 or provisions substantially in these terms which provide for the securities which include such provisions to be capable of being aggregated for voting purposes with other series of securities. For the avoidance of doubt, “**Securities Capable of Aggregation**” shall include the DN Notes.

(b) Modification of the DN Notes

- (i) Any modification of any provision of, or any action in respect of, these Conditions, the DNN Deed of Covenant or the DNN Agency Agreement in respect of the DN Notes may be made or taken if approved by a Single Series Extraordinary Resolution or a Single Series Written Resolution as set out below.

- (ii) A “**Single Series Extraordinary Resolution**” means a resolution passed at a meeting of Noteholders duly convened and held in accordance with the procedures prescribed by the Issuer pursuant to Condition 11(a) by a majority of:
 - A. in the case of a Reserved Matter, at least 75 per cent. of the aggregate nominal amount of the outstanding DN Notes; or
 - B. in the case of a matter other than a Reserved Matter, more than $66\frac{2}{3}$ per cent. of the aggregate nominal amount of the outstanding DN Notes.
- (iii) A “**Single Series Written Resolution**” means a resolution in writing signed or confirmed in writing by or on behalf of the holders of:
 - A. in the case of a Reserved Matter, at least 75 per cent. of the aggregate nominal amount of the outstanding DN Notes; or
 - B. in the case of a matter other than a Reserved Matter more than $66\frac{2}{3}$ per cent. of the aggregate nominal amount of the outstanding DN Notes.

Any Single Series Written Resolution may be contained in one document or several documents in the same form, each signed or confirmed in writing by or on behalf of one or more Noteholders.

- (iv) Any Single Series Extraordinary Resolution duly passed or Single Series Written Resolution approved shall be binding on all Noteholders, whether or not they attended any meeting, whether or not they voted in favour thereof and whether or not they signed or confirmed in writing any such Single Series Written Resolution, as the case may be.

(c) Multiple Series Aggregation – Single limb voting

- (i) In relation to a proposal that includes a Reserved Matter, any modification to the terms and conditions of, or any action with respect to, two or more series of Securities Capable of Aggregation may be made or taken if approved by a Multiple Series Single Limb Extraordinary Resolution or by a Multiple Series Single Limb Written Resolution as set out below, provided that the Uniformly Applicable condition is satisfied.
- (ii) A “**Multiple Series Single Limb Extraordinary Resolution**” means a resolution considered at combined or separate meetings of the holders of each affected series of Securities Capable of Aggregation, duly convened and held in accordance with the procedures prescribed by the Issuer pursuant to Condition 11(a), as supplemented if necessary, which is passed by a majority of at least 75 per cent. of the aggregate nominal amount of the outstanding debt securities of all affected series of Securities Capable of Aggregation (taken in aggregate).
- (iii) A “**Multiple Series Single Limb Written Resolution**” means each resolution in writing (with a separate resolution in writing or multiple separate resolutions in writing distributed to the holders of each affected series of Securities Capable of Aggregation, in accordance with the applicable securities documentation) which, when taken together, has been signed or confirmed in writing by or on behalf of the holders of at least 75 per cent. of the aggregate nominal amount of the outstanding securities of all affected series of Securities Capable of Aggregation (taken in aggregate). Any Multiple Series Single Limb Written Resolution may be contained in

one document or several documents in substantially the same form, each signed or confirmed in writing by or on behalf of one or more Noteholders or one or more holders of each affected series of Securities Capable of Aggregation.

- (iv) Any Multiple Series Single Limb Extraordinary Resolution duly passed or Multiple Series Single Limb Written Resolution approved shall be binding on all Noteholders and holders of each other affected series of Securities Capable of Aggregation, whether or not they attended any meeting, whether or not they voted in favour thereof, whether or not any other holder or holders of the same series voted in favour thereof and whether or not they signed or confirmed in writing any such Multiple Series Single Limb Written Resolution, as the case may be.
- (v) The “**Uniformly Applicable**” condition will be satisfied if:
 - A. the holders of all affected series of Securities Capable of Aggregation are invited to exchange, convert, or substitute their debt securities, on the same terms, for (a) the same new instrument or other consideration or (b) a new instrument, new instruments or other consideration from an identical menu of instruments or other consideration; or
 - B. the amendments proposed to the terms and conditions of each affected series of Securities Capable of Aggregation would, following implementation of such amendments, result in the amended instruments having identical provisions (other than provisions which are necessarily different, having regard to different currency of issuance).
- (vi) Any modification or action proposed under Condition 11(c)(i) may be made in respect of some series only of the Securities Capable of Aggregation and, for the avoidance of doubt, the provisions described in this Condition 11(c) may be used for different groups of two or more series of Securities Capable of Aggregation simultaneously.

(d) Multiple Series Aggregation – Two limb voting

- (i) In relation to a proposal that includes a Reserved Matter, any modification to the terms and conditions of, or any action with respect to, two or more series of Securities Capable of Aggregation may be made or taken if approved by a Multiple Series Two Limb Extraordinary Resolution or by a Multiple Series Two Limb Written Resolution as set out below.
- (ii) A “**Multiple Series Two Limb Extraordinary Resolution**” means a resolution considered at combined or separate meetings of the holders of each affected series of Securities Capable of Aggregation, duly convened and held in accordance with the procedures prescribed by the Issuer pursuant to Condition 11(a), as supplemented if necessary, which is passed by a majority of:
 - A. at least 66 $\frac{2}{3}$ per cent. of the aggregate nominal amount of the outstanding securities of affected series of Securities Capable of Aggregation (taken in aggregate); and
 - B. more than 50 per cent. of the aggregate nominal amount of the outstanding securities in each affected series of Securities Capable of Aggregation (taken individually).

- (iii) A “**Multiple Series Two Limb Written Resolution**” means each resolution in writing (with a separate resolution in writing or multiple separate resolutions in writing distributed to the holders of each affected series of Securities Capable of Aggregation, in accordance with the applicable securities documentation) which, when taken together, has been signed or confirmed in writing by or on behalf of the holders of:
- A. at least 66 $\frac{2}{3}$ per cent. of the aggregate nominal amount of the outstanding securities of all the affected series of Securities Capable of Aggregation (taken in aggregate); and
 - B. more than 50 per cent. of the aggregate nominal amount of the outstanding securities in each affected series of Securities Capable of Aggregation (taken individually).

Any Multiple Series Two Limb Written Resolution may be contained in one document or several documents in substantially the same form, each signed or confirmed in writing by or on behalf of one or more Noteholders or one or more holders of each affected series of Securities Capable of Aggregation.

- (iv) Any Multiple Series Two Limb Extraordinary Resolution duly passed or Multiple Series Two Limb Written Resolution approved shall be binding on all Noteholders and holders of each other affected series of Securities Capable of Aggregation, whether or not they attended any meeting, whether or not they voted in favour thereof, whether or not any other holder or holders of the same series voted in favour thereof and whether or not they signed or confirmed in writing any such Multiple Series Two Limb Written Resolution, as the case may be.
- (v) Any modification or action proposed under Condition 11(d)(i) may be made in respect of some series only of the Securities Capable of Aggregation and, for the avoidance of doubt, the provisions described in this Condition 11(d) may be used for different groups of two or more series of Securities Capable of Aggregation simultaneously.

(e) Reserved Matters

In these Conditions, “**Reserved Matter**” means any proposal:

- (i) to change the date, or the method of determining the date, for payment of the principal, interest or any other amount in respect of the DN Notes, to reduce or cancel the amount of principal, interest or any other amount payable on any date in respect of the DN Notes or to change the method of calculating the amount of principal, interest or any other amount payable in respect of the DN Notes on any date;
- (ii) to change the currency in which any amount due in respect of the DN Notes is payable or the place in which any payment is to be made;
- (iii) to change the majority required to pass an Extraordinary Resolution, a Written Resolution or any other resolution of Noteholders or the number or percentage of votes required to be cast, or the number or percentage of DN Notes required to be held, in connection with the taking of any decision or action by or on behalf of the Noteholders or any of them;
- (iv) to change this definition, or the definition of “Extraordinary Resolution”, “Single Series Extraordinary Resolution”, “Multiple Series Single Limb Extraordinary Resolution”, “Multiple Series Two Limb Extraordinary Resolution”, “Written Resolution”, “Single Series Written Resolution”, “Multiple Series Single Limb Written Resolution” or “Multiple Series Two Limb Written Resolution”;

- (v) to change the definition of “securities” or “Securities Capable of Aggregation”;
- (vi) to change the definition of “Uniformly Applicable”;
- (vii) to change the definition of “control”, “public sector instrumentality”, “outstanding” or to modify the provisions of Condition 11(i);
- (viii) to change the legal ranking of the DN Notes;
- (ix) to change any provision of the DN Notes describing circumstances in which DN Notes may be declared due and payable prior to their scheduled maturity date, set out in Condition 10;
- (x) to change the law governing the DN Notes, the courts to the jurisdiction of which the Issuer has submitted in the DN Notes, any of the arrangements specified in the DN Notes to enable proceedings to be taken, in respect of actions or proceedings brought by any Noteholder, set out in Condition 17;
- (xi) to impose any condition on or otherwise change the Issuer’s obligation to make payments of principal, interest or any other amount in respect of the DN Notes, including by way of the addition of a call option;
- (xii) to modify the provisions of this Condition 11(e);
- (xiii) except as permitted by any related guarantee or security agreement, to release any agreement guaranteeing or securing payments under the DN Notes or to change the terms of any such guarantee or security;
- (xiv) to exchange or substitute all the DN Notes for, or convert all the DN Notes into, other obligations or securities of the Issuer or any other person, or to modify any provision of these Conditions in connection with any exchange or substitution of the DN Notes for, or the conversion of the DN Notes into, any other obligations or securities of the Issuer or any other person, which would result in these Conditions as so modified being less favourable to the Noteholders which are subject to these Conditions as so modified than:
 - A. the provisions of the other obligations or securities of the Issuer or any other person resulting from the relevant exchange or substitution or conversion; or
 - B. if more than one series of other obligations or securities results from the relevant exchange or substitution or conversion, the provisions of the resulting series of securities having the largest aggregate nominal amount; or
- (xv) to amend, vary, terminate or suspend any of the Issuer’s obligations in the DN Deed of Covenant.

(f) Information

Prior to or on the date that the Issuer proposes any Extraordinary Resolution or Written Resolution pursuant to Condition 11(b), Condition 11(c) or Condition 11(d), the Issuer shall publish in accordance with Condition 12, and provide the Noteholders with the following information:

- (i) a description of the Issuer's economic and financial circumstances which are, in the Issuer's opinion, relevant to the request for any potential modification or action, a description of the Issuer's existing debts;
- (ii) if the Issuer shall at the time have entered into an arrangement for financial assistance with multilateral and/or other major creditors or creditor groups and/or an agreement with any such creditors regarding debt relief, a description of any such arrangement or agreement. Where permitted under the information disclosure policies of the multilateral or such other creditors, as applicable, copies of the arrangement or agreement shall be provided;
- (iii) a description of the Issuer's proposed treatment of external securities that fall outside the scope of any multiple series aggregation and its intentions with respect to any other securities and its other major creditor groups; and
- (iv) if any proposed modification or action contemplates securities being aggregated in more than one group of securities, a description of the proposed treatment of each such group, as required for a notice convening a meeting of the Noteholders in Condition 11(a)(iii)(G).

(g) Claims Valuation

For the purpose of calculating the par value of the DN Notes and any affected series of securities which are to be aggregated with the DN Notes in accordance with Condition 11(c) and Condition 11(d), the Issuer may appoint a calculation agent. The Issuer shall, with the approval of the Aggregation Agent and any appointed calculation agent, promulgate the methodology in accordance with which the calculation agent will calculate the par value of the DN Notes and such affected series of securities. In any such case where a calculation agent is appointed, the same person will be appointed as the calculation agent for the DN Notes and each other affected series of securities for these purposes, and the same methodology will be promulgated for each affected series of securities.

(h) Manifest error, etc.

The DN Notes, these Conditions and the provisions of the DNN Deed of Covenant and the DNN Agency Agreement may be amended without the consent of the Noteholders to correct any error which is a manifest error. In addition, the parties to the DNN Agency Agreement may agree to modify any provision thereof, but the Issuer shall not permit, without the consent of the Noteholders, to any such modification unless it is, in the sole discretion of the Issuer, (i) of a formal, minor or technical nature or (ii) not materially prejudicial to the interests of the Noteholders.

(i) DN Notes controlled by the Issuer

For the purposes of (i) determining the right to attend and vote at any meeting of Noteholders, or the right to sign or confirm in writing, or authorise the signature of, any Written Resolution and (ii) this Condition 11 and (iii) Condition 10, any DN Notes which are for the time being held by or on behalf of the Issuer or by or on behalf of any person which is owned or controlled directly or indirectly by the Issuer or by any public sector instrumentality shall be disregarded and be deemed not to remain outstanding.

For the avoidance of doubt, any DN Notes held by the CMU-DSI as intermediary for an investor who is not itself a Direct Participant and who holds beneficial interests in or rights to any DN Notes through the CMU-DSI shall not be caught by the provisions of Condition 11(i).

A DN Note will also be deemed to be not outstanding if the DN Note has previously been cancelled, or, where relevant, the DN Note has previously been called for redemption in accordance with its terms or previously become due and payable at maturity or otherwise and the Issuer has previously satisfied its obligations to make all payments due in respect of the DN Note in accordance with its terms.

In advance of any meeting of Noteholders, or in connection with any Written Resolution, the Issuer shall provide to the Fiscal Agent a copy of the certificate prepared pursuant to Condition 12(d), which includes information on the total number of DN Notes which are for the time being held by or on behalf of the Issuer or by or on behalf of any person which is owned or controlled directly or indirectly by the Issuer or by any public sector instrumentality of the Issuer and, as such, such DN Notes shall be disregarded and deemed not to remain outstanding for the purposes of ascertaining the right to attend and vote at any meeting of Noteholders or the right to sign, or authorise the signature of, any Written Resolution. The Fiscal Agent shall make any such certificate available for inspection by Noteholders at all reasonable times during normal business hours (being between 9:00 a.m. (Hong Kong time) and 3:00 p.m. (Hong Kong time) from Monday to Friday (other than public holidays)) at its specified office, following prior written request and proof of holding and identity to the satisfaction of the Fiscal Agent.

In these Conditions:

“**public sector instrumentality**” means the Hong Kong Monetary Authority, any other department, ministry or agency of the Issuer or any corporation, trust, financial institution or other entity owned or controlled by the Issuer or any of the foregoing; and

“**control**” means the power, directly or indirectly, through the ownership of voting securities or other ownership interests or through contractual control or otherwise, to direct the management of or elect or appoint a majority of the board of directors or other persons performing similar functions in lieu of, or in addition to, the board of directors of a corporation, trust, financial institution or other entity.

(j) Publication

The Issuer shall publish all Extraordinary Resolutions and Written Resolutions which have been determined by the Aggregation Agent to have been duly passed in accordance with Condition 12(g).

(k) Exchange and Conversion

Any Extraordinary Resolutions or Written Resolutions which have been duly passed and which modify any provision of, or action in respect of, these Conditions may be implemented at the option of the Issuer by way of a mandatory exchange or conversion of the DN Notes and each other affected series of securities, as the case may be, into new securities containing the modified terms and conditions if the proposed mandatory exchange or conversion of the DN Notes is notified to Noteholders at the time notification is given to the Noteholders as to the proposed modification or action. Any such exchange or conversion shall be binding on all Noteholders.

(l) Written Resolutions

A Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Noteholders.

All information to be provided pursuant to Condition 11(a)(iii) shall also be provided, *mutatis mutandis*, in respect of Written Resolutions.

A Written Resolution (i) shall take effect as an Extraordinary Resolution and (ii) will be binding on all Noteholders, whether or not they participated in such Written Resolution, even if the relevant consent or instruction proves to be defective.

12 AGGREGATION AGENT AND AGGREGATION PROCEDURES

(a) Appointment

The Issuer will appoint an aggregation agent (the “**Aggregation Agent**”) to calculate whether a proposed modification or action has been approved by the required nominal amount outstanding of DN Notes, and, in the case of a multiple series aggregation, by the required nominal amount of outstanding securities of each affected series of securities. In the case of a multiple series aggregation, the same person will be appointed as the Aggregation Agent for the proposed modification of any provision of, or any action in respect of, these Conditions or the DNN Deed of Covenant in respect of the DN Notes and in respect of the terms and conditions or securities documentation in respect of each other affected series of securities. The Aggregation Agent shall be independent of the Issuer.

(b) Extraordinary Resolutions

If an Extraordinary Resolution has been proposed at a duly convened meeting of Noteholders to modify any provision of, or action in respect of, these Conditions and other affected series of securities, as the case may be, the Aggregation Agent will, as soon as practicable after the time the vote is cast, calculate whether holders of a sufficient portion of the aggregate nominal amount of the outstanding DN Notes and, where relevant, each other affected series of securities, have voted in favour of the Extraordinary Resolution such that the Extraordinary Resolution is passed. If so, the Aggregation Agent will determine that the Extraordinary Resolution has been duly passed.

(c) Written Resolutions

If a Written Resolution has been proposed under the terms of these Conditions to modify any provision of, or action in respect of, these Conditions and the terms and conditions of other affected series of securities, as the case may be, the Aggregation Agent will, as soon as reasonably practicable after the relevant Written Resolution has been signed or confirmed in writing, calculate whether holders of a sufficient portion of the aggregate nominal amount of the outstanding Notes and, where relevant, each other affected series of securities, have signed or confirmed in writing in favour of the Written Resolution such that the Written Resolution is passed. If so, the Aggregation Agent will determine that the Written Resolution has been duly passed.

(d) Certificate

For the purposes of Condition 12(a), Condition 12(b) and Condition 12(c), the Issuer will provide a certificate to the Aggregation Agent up to three days prior to, and in any case no later than, with respect to an Extraordinary Resolution, the date of the meeting referred to in Condition 11(b), Condition 11(c) or Condition 11(d), as applicable, and, with respect to a Written Resolution, the date arranged for the signing of the Written Resolution.

The certificate shall:

- (i) list the total nominal amount of DN Notes and, in the case of a multiple series aggregation, the total nominal amount of each other affected series of securities outstanding on the record date; and
- (ii) clearly indicate the DN Notes and, in the case of a multiple series aggregation, securities of each other affected series of securities which shall be disregarded and deemed not to remain outstanding as a consequence of Condition 11(i) on the record date identifying the holders of the DN Notes and, in the case of a multiple series aggregation, securities of each other affected series of securities.

The Aggregation Agent may rely upon the terms of any certificate, notice, communication or other document believed by it to be genuine.

(e) Notification

The Aggregation Agent will cause each determination made by it for the purposes of this Condition 12 to be notified to the Fiscal Agent and the Issuer as soon as practicable after such determination. Notice thereof shall also promptly be given by the Issuer to the Noteholders.

(f) Binding nature of determinations; no liability

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 12 by the Aggregation Agent and any appointed calculation agent will (in the absence of manifest error) be binding on the Issuer and the Noteholders and (subject as aforesaid) no liability to any such person will attach to the Aggregation Agent or the calculation agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(g) Manner of publication

The Issuer will publish all notices and other matters required to be published pursuant to the DNN Agency Agreement including any matters required to be published pursuant to Condition 11 and this Condition 12, in each case in accordance with Condition 14.

(h) Notice of adjourned meetings

Notice of any adjourned meeting shall be given in the same manner as notice of an original meeting but as if 10 were substituted for 21 in Condition 11(a)(i) and such notice shall state the required quorum.

13 FURTHER ISSUES

The Issuer may from time to time without the consent of the Noteholders create and issue further notes having the same terms and conditions as the DN Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with an outstanding Series. References in these Conditions to the DN Notes include (unless the context requires otherwise) any other notes issued pursuant to this Condition and forming a single series with the DN Notes.

14 NOTICES

Notices required to be given to the Noteholders pursuant to these Conditions shall be validly given if delivered by the Fiscal Agent on behalf of the Issuer by email to the DLT Platform Operator for communication by it to the Noteholders. A notice to be given by the Noteholders pursuant to these Conditions will also be validly given if delivered by a Noteholder to the DLT Platform Operator by email for communication by it to the Issuer or the Fiscal Agent on behalf of the Issuer. Any such notice shall be deemed to have been given to the Noteholders or the Issuer, as the case may be, on the day on which such notice was given to the DLT Platform Operator.

The Issuer shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of any listing authority, stock exchange and/or quotation system (if any) by which the DN Notes have then been admitted to listing, trading and/or quotation. Any notice shall be deemed to have been given on the date of publication or, if so published more than once or on different dates, on the date of the first publication.

15 BUSINESS CONTINUITY PLAN

- (a) **Notification of BCP Disruption Event and BCP Termination Event:** The DLT Platform Operator shall notify the Issuer, the Direct Participants and the Fiscal Agent as soon as reasonably practicable if a BCP Disruption Event or a BCP Termination Event occurs. Upon receipt of such notice, or if the Issuer otherwise becomes aware that a BCP Disruption Event or a BCP Termination Event has occurred, the Issuer shall, as soon as is reasonably practicable, give notice (the “**BCP Notice**”) of such BCP Disruption Event or a BCP Termination Event to the Noteholders in accordance with Condition 14.
- (b) **BCP Termination Event:** Should a BCP Termination Event occur and following the giving of the BCP Notice in relation thereto, the DLT Platform Operator shall, in accordance with the Platform Related Documentation, without consultation with any party and without any Noteholders’ approval, commence a Bond Migration by transferring the record of legal title to the DN Notes determined by the DLT Platform Operator from the Platform to the CMUP, where the CMU will record such legal title as beneficial interests in the CMU securities accounts of the Noteholders (other than the CMU-DSI). Following such Bond Migration, the Direct Participants will no longer hold legal title to the DN Notes and instead will hold beneficial interests in the DN Notes in the respective CMU securities accounts of the relevant CMU members. The CMU-DSI will also no longer hold legal title to the DN Notes, although beneficial interests held by CMU members through the CMU-DSI as intermediary will remain in the respective CMU securities accounts of the relevant CMU members.

Upon such BCP Notice in relation to a BCP Termination Event being given to Noteholders, all Noteholders (whether for their own account or acting as intermediary or custodian for investors) shall be deemed to consent to such Bond Migration in accordance with the Platform Related Documentation and shall assist the DLT Platform Operator as it directs in such Bond Migration.

Upon completion of a Bond Migration, the Issuer shall, as soon as reasonably practicable, give notice of such completion (including the effective date of such Bond Migration) to the Noteholders in accordance with Condition 14. Following a Bond Migration, the legal title of the DN Notes will be held by the HKMA as operator of the CMU and such record of legal title will be reflected in a computerised database maintained by the CMU as record keeper on the CMUP. The DN Notes will continue to be in dematerialised book entry form cleared and settled through the CMUP.

Once a Bond Migration has been effected in accordance with the Platform Related Documentation, all references to “**Noteholders**”, “**holder**” of a DN Note and “**Accountholders**” shall be construed *mutatis mutandis*.

- (c) **Individual Certificates:** If either: (a) the CMU is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise); or (b) the CMU announces an intention to permanently cease business or does in fact do so, the Issuer shall, whether or not a Bond Migration has occurred, have the right at its sole discretion and without the need to consult or obtain the relevant Noteholders' approval, but with giving the Noteholders, the CMU and the Fiscal Agent no less than 30 days' notice, to elect to exchange the record of the DN Notes on the Platform into an individual certificate to each Noteholder as a certification of their legal record of holding, in accordance with these Conditions, the Platform Related Documentation or the relevant procedures of the CMU, as applicable, and the DNN Agency Agreement. For the purpose of establishing the entitlement to such individual certificates, the Issuer and the Fiscal Agent shall each be entitled to rely on the account position report or confirmation of holdings as of the day prior to the first day of the relevant closed period issued by the DLT Platform Operator or the CMU, as applicable.

Following the issuance of an individual certificate to a Noteholder, such Noteholder shall acquire against the Issuer the Direct Rights (as defined in the DNN Deed of Covenant) in accordance with the provisions of the DNN Deed of Covenant in respect of a nominal amount of DN Notes up to the aggregate nominal amount in respect to which such individual certificate relates and all references to “**Noteholder**” and “**holder**” of a DN Note shall be construed *mutatis mutandis*. No Noteholder shall be entitled to require the transfer of a DN Note following the issuance of an individual certificate to such Noteholder.

- (d) In this Condition 15:

“**BCP**” means the business continuity plan set out in the Platform Related Documentation;

“**BCP Disruption Event**” means a circumstance in which the operations of the Platform becomes unavailable for a continuous period of at least 48 hours, including but not limited to the following key events:

- (a) a Platform Incident;
- (b) a Self-Executing Code Vulnerability; or
- (c) a Platform Vulnerability (other than a Self-Executing Code Vulnerability);

“**BCP Termination Event**” means a termination event with regards to the provision of technology services by the Platform Provider (as defined in the Platform Related Documentation) to the DLT Platform Operator, save for expiration or a termination by convenience event;

“**Bond Migration**” means the migration by the DLT Platform Operator of the record of the DN Notes to the CMUP in accordance with the relevant procedures of the CMU and the other actions contemplated by these Conditions as may be conducted by the DLT Platform Operator in relation thereto;

“**HKMA**” means the Hong Kong Monetary Authority appointed pursuant to Section 5A of the Exchange Fund Ordinance (Cap. 66 of the Laws of Hong Kong);

“**Platform Incident**” means any event or circumstance (including, without limitation, a failure in or disruption of the Platform) that impairs the proper or timely functioning of the Platform, including with regards to any peer-to-peer network functionality or processing and/or validating one or more transactions on the Platform;

“**Platform Vulnerability**” means a bug, exploit, vulnerability, hacking or other dysfunction in, or event or circumstance compromising the security of, the Platform, the underlying blockchain and/or smart contract technology or the DLT Platform Operator’s control thereof;

“**Self-Executing Code**” means a self-executing code in a computer programme deployed by, or with the permission of, the DLT Platform Operator on the Platform, providing for the automation, self-execution, initiation and/or processing of pre-determined actions related to the DN Notes, where relevant upon fulfilment of pre-determined conditions; and

“**Self-Executing Code Vulnerability**” means a bug, exploit, vulnerability, hacking or other dysfunction in any Self-Executing Code.

16 CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE (CAP. 623)

No person shall have any right to enforce any term or condition of the DN Notes under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), but this shall not affect any right or remedy which exists or is available apart from such Ordinance.

17 GOVERNING LAW AND JURISDICTION

- (a) **Governing Law:** The DNN Deed of Covenant, the DNN Agency Agreement and the DN Notes are governed by, and shall be construed in accordance with, Hong Kong law.
- (b) **Jurisdiction:** All parties irrevocably agree that the courts of Hong Kong are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the DNN Deed of Covenant, the DNN Agency Agreement and the DN Notes (for the purpose of this clause, a “**Dispute**”). Relevant parties have in the DNN Deed of Covenant and the DNN Agency Agreement irrevocably submitted to the jurisdiction of such courts and waives any objection to the courts of Hong Kong on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

PRICING SUPPLEMENT FOR THE USD DN NOTES

Singapore Securities and Futures Act Product Classification – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the DN Notes are “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

This pricing supplement (“**Pricing Supplement**”) is for distribution to professional investors (as defined in Chapter 37 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) (“**Professional Investors**”) only. **Notice to Hong Kong investors: The Issuer confirms that the DN Notes (as defined below) are intended for purchase by Professional Investors only and will be listed on the Hong Kong Stock Exchange (as defined below) on that basis. Accordingly, the Issuer confirms that the DN Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.**

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

This Pricing Supplement, together with the Offering Memorandum (as defined below), include particulars given in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the purpose of giving information with regard to the Issuer. The Issuer accepts full responsibility for the accuracy of the information contained in this Pricing Supplement and the Offering Memorandum and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

Pricing Supplement dated 6 February 2024

The Government of the Hong Kong Special Administrative Region of the People’s Republic of China

**Issue of U.S.\$200,000,000 4.625 per cent. Digitally Native Notes due 2026 (the “DN Notes”)
under its HK\$200,000,000,000**

Global Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Digitally Native Notes (the “**Conditions**”) set forth in the supplemental offering memorandum (the “**Supplement**”) dated 6 February 2024. This Pricing Supplement contains the final terms of the DN Notes and must be read in conjunction with the Offering Memorandum dated 11 December 2023, as supplemented by the Supplement (together, the “**Offering Memorandum**”).

1	Issuer:	The Government of the Hong Kong Special Administrative Region of the People’s Republic of China
2	(i) Series Number:	29
	(ii) Tranche Number:	001
3	Specified Currency or Currencies:	United States Dollars (“ U.S.\$ ”)
4	Aggregate Nominal Amount:	
	(i) Series:	U.S.\$200,000,000
	(ii) Tranche:	U.S.\$200,000,000
5	(i) Issue Price:	99.766 per cent. of the Aggregate Nominal Amount
	(ii) Gross Proceeds:	U.S.\$199,532,000
	(iii) Use of Proceeds:	For Eligible Projects as defined under the Green Bond Framework, as further described in the Offering Memorandum
6	(i) Specified Denominations:	U.S.\$200,000 and integral multiples of U.S.\$1,000 in excess thereof
	(ii) Calculation Amount:	U.S.\$1,000
7	(i) Issue Date:	7 February 2024
	(ii) Interest Commencement Date:	Issue Date
8	Maturity Date:	7 February 2026
9	Interest Basis:	4.625 per cent. Fixed Rate
10	Redemption/Payment Basis:	Redemption at par
11	Change of Interest or Redemption/ Payment Basis:	Not Applicable
12	Put/Call Options:	Not Applicable
13	Listing:	Hong Kong Stock Exchange
14	Method of distribution:	Syndicated
15	Private Bank Commission/Rebate:	Not Applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16	Fixed Rate Note Provisions:	Applicable
	(i) Rate of Interest:	4.625 per cent. per annum payable semi-annually in arrear
	(ii) Interest Payment Date(s):	7 February and 7 August in each year, commencing on 7 August 2024, not adjusted

	(iii) Fixed Coupon Amount:	U.S.\$23.12 per Calculation Amount Save in the case where individual certificates are issued pursuant to Condition 15(c), the calculation of any Interest Amount shall be made in accordance with the method of calculation provided for in the Conditions, save that the calculation shall be made in respect of the aggregate nominal amount of the DN Notes then outstanding.
	(iv) Broken Amount:	Not Applicable
	(v) Day Count Fraction:	30/360
	(vi) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
17	Floating Rate Note Provisions:	Not Applicable
18	Zero Coupon Note Provisions:	Not Applicable
19	Index Linked Interest Note Provisions:	Not Applicable
20	Dual Currency Note Provisions:	Not Applicable

PROVISIONS RELATING TO REDEMPTION

21	Call Option:	Not Applicable
22	Put Option:	Not Applicable
23	Final Redemption Amount of each Note:	U.S.\$1,000 per Calculation Amount
24	Early Redemption Amount:	U.S.\$1,000 per Calculation Amount
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons (Condition 6(c)) or an event of default (Condition 10) and/or the method of calculating the same (if required or if different than that set out in the Conditions):	

GENERAL PROVISIONS APPLICABLE TO THE DN NOTES

25	Form of Notes:	<p>Digitally Native Notes:</p> <p>The DN Notes will be issued in dematerialised book entry form in the Specified Currency and the Aggregate Nominal Amount and shall be validly issued when (i) the deed of covenant in relation to the DN Notes has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount as specified herein has been duly recorded in one or more Digital Token Accounts (as defined in the Conditions) by the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the “CMU”) in its capacity as operator of the Platform (as defined in the Conditions) (the “DLT Platform Operator”) in the Platform Record (as defined in the Conditions) in accordance with the Platform Related Documentation (as defined in the Conditions) and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified herein.</p>
26	Financial Centre(s) or other special provisions relating to Payment Dates:	Not Applicable
27	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
28	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the DN Notes and interest due on late payment:	Not Applicable
29	Details relating to Instalment Notes: amount of each Instalment, date on which each payment is to be made:	Not Applicable
30	Other terms or special conditions:	The Conditions set forth in the Supplement as amended and supplemented by this Pricing Supplement apply to the DN Notes and the terms and conditions set out in the Offering Memorandum dated 11 December 2023 do not apply to the DN Notes

DISTRIBUTION

31	(i) If syndicated, names of Managers:	Bank of China (Hong Kong) Limited Crédit Agricole Corporate and Investment Bank Goldman Sachs (Asia) L.L.C. The Hongkong and Shanghai Banking Corporation Limited Industrial and Commercial Bank of China (Asia) Limited UBS AG Hong Kong Branch
	(ii) Stabilisation Manager (if any):	Bank of China (Hong Kong) Limited Crédit Agricole Corporate and Investment Bank Goldman Sachs (Asia) L.L.C. The Hongkong and Shanghai Banking Corporation Limited Industrial and Commercial Bank of China (Asia) Limited UBS AG Hong Kong Branch
32	If non-syndicated, name of Dealer:	Not Applicable
33	Whether TEFRA D or TEFRA C was applicable or TEFRA rules not applicable:	TEFRA not applicable
34	U.S. Selling Restrictions:	Regulation S Category 1
35	Additional selling restrictions:	Not Applicable
36	Prohibition of Sales to EEA Retail Investors:	Not Applicable
37	Prohibition of Sales to UK Retail Investors:	Not Applicable
38	Singapore Sales to Institutional Investors and Accredited Investors only:	Not Applicable

OPERATIONAL INFORMATION

39	ISIN Code:	HK0000963279
40	Common Code:	270895433
41	CMU Instrument Number:	ORNGGB24001
42	Legal Entity Identifier (LEI):	549300DSMAD69T7GGN13
43	Any clearing system(s) other than Euroclear and Clearstream, the CMU and/or DTC and the relevant identification number(s):	Not Applicable, the DN Notes will be cleared and settled through the CMU as the Central Securities Depository and DLT Platform Operator
44	DLT Platform Operator:	CMU
45	DLT Platform Name:	HSBC Orion ¹
46	DLT Platform Type:	Hyperledger Fabric
47	Delivery:	Delivery against payment

¹ HSBC Orion refers to the distributed ledger technology platform deployed by The Hongkong and Shanghai Banking Corporation Limited to CMU as the DLT Platform Operator for the purposes of, among other things, creating and settling the DN Notes.

48	Additional Paying Agent(s) (if any):	Not Applicable
49	The Agents appointed in respect of the DN Notes are:	The Hongkong and Shanghai Banking Corporation Limited

GENERAL INFORMATION

50	The aggregate nominal amount of Notes issued has been translated into Hong Kong dollars at the rate of 1:7.8227, producing a sum of Notes (in Hong Kong dollars):	HK\$1,564,540,000
51	Governing law of Notes:	Hong Kong law
52	Contact email addresses of the Overall Coordinators where the underlying investor information should be sent:	dcm@bochk.com; DCM-HK@ca-cib.com; Andrew.k.chan@gs.com; constantine.wong@gs.com; hk_syndicate_omnibus@hsbc.com.hk; tiantian.li@icbcasia.com; lisixuan.hester@icbcasia.com; linziying.lavinia@icbcasia.com; qiruixiao.tracy@icbcasia.com; sh-asia-ccs-dcm-filing@ubs.com
53	Rating:	The DN Notes to be issued have been rated: AA+ by S&P and AA- by Fitch
54	Green bond certification and second party opinion provider:	HKQAA Green and Sustainable Finance Certification Scheme Pre-issuance Stage Certificate and Second Party Opinion on the Green Bond Framework from Vigeo Eiris ²

LISTING APPLICATION

This Pricing Supplement comprises the pricing supplement required for the issue of DN Notes described herein pursuant to the HK\$200,000,000,000 Global Medium Term Note Programme of the Government of the Hong Kong Special Administrative Region of the People's Republic of China.

STABILISATION

In connection with the issue of the DN Notes, Bank of China (Hong Kong) Limited, Crédit Agricole Corporate and Investment Bank, Goldman Sachs (Asia) L.L.C., The Hongkong and Shanghai Banking Corporation Limited, Industrial and Commercial Bank of China (Asia) Limited and UBS AG Hong Kong Branch (or persons acting on their behalf) (the “**Stabilisation Manager(s)**”) may over-allot Notes or effect transactions with a view to supporting the market price of the DN Notes at a level higher than that which might otherwise prevail for a limited period after the Issue Date. However, there is no obligation on such Stabilisation Manager(s) to do this. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the DN Notes is made. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end no later than the earlier of 30 days after the Issue Date of the DN Notes and 60 days after the date of the allotment of the DN Notes. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

² Which is now part of Moody's ESG Solutions.

NO SIGNIFICANT CHANGE

Except as disclosed in the Offering Memorandum, there has been no significant change in the financial or trading position of the Issuer since 31 March 2023.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

Duly authorised

PRICING SUPPLEMENT FOR THE EUR DN NOTES

Singapore Securities and Futures Act Product Classification – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the DN Notes are “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

This pricing supplement (“**Pricing Supplement**”) is for distribution to professional investors (as defined in Chapter 37 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) (“**Professional Investors**”) only. **Notice to Hong Kong investors: The Issuer confirms that the DN Notes (as defined below) are intended for purchase by Professional Investors only and will be listed on the Hong Kong Stock Exchange (as defined below) on that basis. Accordingly, the Issuer confirms that the DN Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.**

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

This Pricing Supplement, together with the Offering Memorandum (as defined below), include particulars given in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the purpose of giving information with regard to the Issuer. The Issuer accepts full responsibility for the accuracy of the information contained in this Pricing Supplement and the Offering Memorandum and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

Pricing Supplement dated 6 February 2024

The Government of the Hong Kong Special Administrative Region of the People’s Republic of China

**Issue of EUR80,000,000 3.500 per cent. Digitally Native Notes due 2026 (the “DN Notes”)
under its HK\$200,000,000,000**

Global Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Digitally Native Notes (the “**Conditions**”) set forth in the supplemental offering memorandum (the “**Supplement**”) dated 6 February 2024. This Pricing Supplement contains the final terms of the DN Notes and must be read in conjunction with the Offering Memorandum dated 11 December 2023, as supplemented by the Supplement (together, the “**Offering Memorandum**”).

1	Issuer:	The Government of the Hong Kong Special Administrative Region of the People’s Republic of China
2	(i) Series Number:	28
	(ii) Tranche Number:	001
3	Specified Currency or Currencies:	Euro (“ EUR ”)
4	Aggregate Nominal Amount:	
	(i) Series:	EUR80,000,000
	(ii) Tranche:	EUR80,000,000
5	(i) Issue Price:	99.781 per cent. of the Aggregate Nominal Amount
	(ii) Gross Proceeds:	EUR79,824,800
	(iii) Use of Proceeds:	For Eligible Projects as defined under the Green Bond Framework, as further described in the Offering Memorandum
6	(i) Specified Denominations:	EUR100,000 and integral multiples of EUR1,000 in excess thereof
	(ii) Calculation Amount:	EUR1,000
7	(i) Issue Date:	7 February 2024
	(ii) Interest Commencement Date:	Issue Date
8	Maturity Date:	7 February 2026
9	Interest Basis:	3.500 per cent. Fixed Rate
10	Redemption/Payment Basis:	Redemption at par
11	Change of Interest or Redemption/Payment Basis:	Not Applicable
12	Put/Call Options:	Not Applicable
13	Listing:	Hong Kong Stock Exchange
14	Method of distribution:	Syndicated
15	Private Bank Commission/Rebate:	Not Applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16	Fixed Rate Note Provisions:	Applicable
	(i) Rate of Interest:	3.500 per cent. per annum payable semi-annually in arrear
	(ii) Interest Payment Date(s):	7 February and 7 August in each year, commencing on 7 August 2024, not adjusted

	(iii) Fixed Coupon Amount:	EUR17.50 per Calculation Amount Save in the case where individual certificates are issued pursuant to Condition 15(c), the calculation of any Interest Amount shall be made in accordance with the method of calculation provided for in the Conditions, save that the calculation shall be made in respect of the aggregate nominal amount of the DN Notes then outstanding.
	(iv) Broken Amount:	Not Applicable
	(v) Day Count Fraction:	Actual/Actual-ICMA
	(vi) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
17	Floating Rate Note Provisions:	Not Applicable
18	Zero Coupon Note Provisions:	Not Applicable
19	Index Linked Interest Note Provisions:	Not Applicable
20	Dual Currency Note Provisions:	Not Applicable

PROVISIONS RELATING TO REDEMPTION

21	Call Option:	Not Applicable
22	Put Option:	Not Applicable
23	Final Redemption Amount of each Note:	EUR1,000 per Calculation Amount
24	Early Redemption Amount:	EUR1,000 per Calculation Amount
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons (Condition 6(c)) or an event of default (Condition 10) and/or the method of calculating the same (if required or if different than that set out in the Conditions):	

GENERAL PROVISIONS APPLICABLE TO THE DN NOTES

25	Form of Notes:	<p>Digitally Native Notes:</p> <p>The DN Notes will be issued in dematerialised book entry form in the Specified Currency and the Aggregate Nominal Amount and shall be validly issued when (i) the deed of covenant in relation to the DN Notes has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount as specified herein has been duly recorded in one or more Digital Token Accounts (as defined in the Conditions) by the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the “CMU”) in its capacity as operator of the Platform (as defined in the Conditions) (the “DLT Platform Operator”) in the Platform Record (as defined in the Conditions) in accordance with the Platform Related Documentation (as defined in the Conditions) and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified herein.</p>
26	Financial Centre(s) or other special provisions relating to Payment Dates:	Not Applicable
27	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
28	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the DN Notes and interest due on late payment:	Not Applicable
29	Details relating to Instalment Notes: amount of each Instalment, date on which each payment is to be made:	Not Applicable
30	Other terms or special conditions:	The Conditions set forth in the Supplement as amended and supplemented by this Pricing Supplement apply to the DN Notes and the terms and conditions set out in the Offering Memorandum dated 11 December 2023 do not apply to the DN Notes

DISTRIBUTION

31	(i) If syndicated, names of Managers:	Bank of China (Hong Kong) Limited Crédit Agricole Corporate and Investment Bank Goldman Sachs (Asia) L.L.C. The Hongkong and Shanghai Banking Corporation Limited Industrial and Commercial Bank of China (Asia) Limited UBS AG Hong Kong Branch
	(ii) Stabilisation Manager (if any):	Bank of China (Hong Kong) Limited Crédit Agricole Corporate and Investment Bank Goldman Sachs (Asia) L.L.C. The Hongkong and Shanghai Banking Corporation Limited Industrial and Commercial Bank of China (Asia) Limited UBS AG Hong Kong Branch
32	If non-syndicated, name of Dealer:	Not Applicable
33	Whether TEFRA D or TEFRA C was applicable or TEFRA rules not applicable:	TEFRA not applicable
34	U.S. Selling Restrictions:	Regulation S Category 1
35	Additional selling restrictions:	Not Applicable
36	Prohibition of Sales to EEA Retail Investors:	Not Applicable
37	Prohibition of Sales to UK Retail Investors:	Not Applicable
38	Singapore Sales to Institutional Investors and Accredited Investors only:	Not Applicable

OPERATIONAL INFORMATION

39	ISIN Code:	HK0000963287
40	Common Code:	270905668
41	CMU Instrument Number:	ORNGGB24002
42	Legal Entity Identifier (LEI):	549300DSMAD69T7GGN13
43	Any clearing system(s) other than Euroclear and Clearstream, the CMU and/or DTC and the relevant identification number(s):	Not Applicable, the DN Notes will be cleared and settled through the CMU as the Central Securities Depository and DLT Platform Operator
44	DLT Platform Operator:	CMU
45	DLT Platform Name:	HSBC Orion ¹
46	DLT Platform Type:	Hyperledger Fabric
47	Delivery:	Delivery against payment

¹ HSBC Orion refers to the distributed ledger technology platform deployed by The Hongkong and Shanghai Banking Corporation Limited to CMU as the DLT Platform Operator for the purposes of, among other things, creating and settling the DN Notes.

48	Additional Paying Agent(s) (if any):	Not Applicable
49	The Agents appointed in respect of the DN Notes are:	The Hongkong and Shanghai Banking Corporation Limited

GENERAL INFORMATION

50	The aggregate nominal amount of Notes issued has been translated into Hong Kong dollars at the rate of 1:8.3996, producing a sum of Notes (in Hong Kong dollars):	HK\$671,968,000
51	Governing law of Notes:	Hong Kong law
52	Contact email addresses of the Overall Coordinators where the underlying investor information should be sent:	dcm@bochk.com; DCM-HK@ca-cib.com; Andrew.k.chan@gs.com; constantine.wong@gs.com; hk_syndicate_omnibus@hsbc.com.hk; tiantian.li@icbcasia.com; lisixuan.hester@icbcasia.com; linziying.lavinia@icbcasia.com; qiruixiao.tracy@icbcasia.com; sh-asia-ccs-dcm-filing@ubs.com
53	Rating:	The DN Notes to be issued have been rated: AA+ by S&P and AA- by Fitch
54	Green bond certification and second party opinion provider:	HKQAA Green and Sustainable Finance Certification Scheme Pre-issuance Stage Certificate and Second Party Opinion on the Green Bond Framework from Vigeo Eiris ²

LISTING APPLICATION

This Pricing Supplement comprises the pricing supplement required for the issue of DN Notes described herein pursuant to the HK\$200,000,000,000 Global Medium Term Note Programme of the Government of the Hong Kong Special Administrative Region of the People's Republic of China.

STABILISATION

In connection with the issue of the DN Notes, Bank of China (Hong Kong) Limited, Crédit Agricole Corporate and Investment Bank, Goldman Sachs (Asia) L.L.C., The Hongkong and Shanghai Banking Corporation Limited, Industrial and Commercial Bank of China (Asia) Limited and UBS AG Hong Kong Branch (or persons acting on their behalf) (the “**Stabilisation Manager(s)**”) may over-allot Notes or effect transactions with a view to supporting the market price of the DN Notes at a level higher than that which might otherwise prevail for a limited period after the Issue Date. However, there is no obligation on such Stabilisation Manager(s) to do this. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the DN Notes is made. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end no later than the earlier of 30 days after the Issue Date of the DN Notes and 60 days after the date of the allotment of the DN Notes. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

² Which is now part of Moody's ESG Solutions.

NO SIGNIFICANT CHANGE

Except as disclosed in the Offering Memorandum, there has been no significant change in the financial or trading position of the Issuer since 31 March 2023.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

Duly authorised

PRICING SUPPLEMENT FOR THE CNY DN NOTES

Singapore Securities and Futures Act Product Classification – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the DN Notes are “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

This pricing supplement (“**Pricing Supplement**”) is for distribution to professional investors (as defined in Chapter 37 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) (“**Professional Investors**”) only. **Notice to Hong Kong investors: The Issuer confirms that the DN Notes (as defined below) are intended for purchase by Professional Investors only and will be listed on the Hong Kong Stock Exchange (as defined below) on that basis. Accordingly, the Issuer confirms that the DN Notes are not appropriate as an investment for retail investors in Hong Kong. Investors should carefully consider the risks involved.**

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

This Pricing Supplement, together with the Offering Memorandum (as defined below), include particulars given in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the purpose of giving information with regard to the Issuer. The Issuer accepts full responsibility for the accuracy of the information contained in this Pricing Supplement and the Offering Memorandum and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

Pricing Supplement dated 6 February 2024

The Government of the Hong Kong Special Administrative Region of the People’s Republic of China

**Issue of CNY1,500,000,000 2.90 per cent. Digitally Native Notes due 2026 (the “DN Notes”)
under its HK\$200,000,000,000**

Global Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Digitally Native Notes (the “**Conditions**”) set forth in the supplemental offering memorandum (the “**Supplement**”) dated 6 February 2024. This Pricing Supplement contains the final terms of the DN Notes and must be read in conjunction with the Offering Memorandum dated 11 December 2023, as supplemented by the Supplement (together, the “**Offering Memorandum**”).

1	Issuer:	The Government of the Hong Kong Special Administrative Region of the People’s Republic of China
2	(i) Series Number:	27
	(ii) Tranche Number:	001
3	Specified Currency or Currencies:	Renminbi (“ CNY ”)
4	Aggregate Nominal Amount:	
	(i) Series:	CNY1,500,000,000
	(ii) Tranche:	CNY1,500,000,000
5	(i) Issue Price:	100.0 per cent. of the Aggregate Nominal Amount
	(ii) Gross Proceeds:	CNY1,500,000,000
	(iii) Use of Proceeds:	For Eligible Projects as defined under the Green Bond Framework, as further described in the Offering Memorandum
6	(i) Specified Denominations:	CNY1,000,000 and integral multiples of CNY10,000 in excess thereof
	(ii) Calculation Amount:	CNY10,000
7	(i) Issue Date:	7 February 2024
	(ii) Interest Commencement Date:	Issue Date
8	Maturity Date:	Interest Payment Date falling on or nearest to 7 February 2026
9	Interest Basis:	2.90 per cent. Fixed Rate
10	Redemption/Payment Basis:	Redemption at par
11	Change of Interest or Redemption/Payment Basis:	Not Applicable
12	Put/Call Options:	Not Applicable
13	Listing:	Hong Kong Stock Exchange
14	Method of distribution:	Syndicated
15	Private Bank Commission/Rebate:	Not Applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16	Fixed Rate Note Provisions:	Applicable
	(i) Rate of Interest:	2.90 per cent. per annum payable semi-annually in arrear

(ii)	Interest Payment Date(s):	7 February and 7 August in each year, commencing on 7 August 2024 up to and including the Maturity Date, adjusted in accordance with the Modified Following Business Day Convention. For the purpose of this paragraph 16(ii): “Modified Following Business Day Convention” means that if any Interest Payment Date would otherwise fall on a day which is not a business day (as defined below), it shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month in which event it shall be brought forward to the immediately preceding business day; and “business day” means a day (other than a Saturday, Sunday or public holiday) upon which commercial banks are generally open for business and settlement of Renminbi payments in Hong Kong.
(iii)	Fixed Coupon Amount:	Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, anything less than CNY0.01 being rounded downwards. Save in the case where individual certificates are issued pursuant to Condition 15(c), the calculation of any Interest Amount shall be made in accordance with the method of calculation provided for in the Conditions, save that the calculation shall be made in respect of the aggregate nominal amount of the DN Notes then outstanding.
(iv)	Broken Amount:	Not Applicable
(v)	Day Count Fraction:	Actual/365 (Fixed)
(vi)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
17	Floating Rate Note Provisions:	Not Applicable
18	Zero Coupon Note Provisions:	Not Applicable
19	Index Linked Interest Note Provisions:	Not Applicable
20	Dual Currency Note Provisions:	Not Applicable

PROVISIONS RELATING TO REDEMPTION

21	Call Option:	Not Applicable
22	Put Option:	Not Applicable
23	Final Redemption Amount of each Note:	CNY10,000 per Calculation Amount
24	Early Redemption Amount: Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons (Condition 6(c)) or an event of default (Condition 10) and/or the method of calculating the same (if required or if different than that set out in the Conditions):	CNY10,000 per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE DN NOTES

25	Form of Notes:	Digitally Native Notes: The DN Notes will be issued in dematerialised book entry form in the Specified Currency and the Aggregate Nominal Amount and shall be validly issued when (i) the deed of covenant in relation to the DN Notes has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount as specified herein has been duly recorded in one or more Digital Token Accounts (as defined in the Conditions) by the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the “ CMU ”) in its capacity as operator of the Platform (as defined in the Conditions) (the “ DLT Platform Operator ”) in the Platform Record (as defined in the Conditions) in accordance with the Platform Related Documentation (as defined in the Conditions) and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified herein.
26	Financial Centre(s) or other special provisions relating to Payment Dates:	Not Applicable
27	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
28	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the DN Notes and interest due on late payment:	Not Applicable

29	Details relating to Instalment Notes: amount of each Instalment, date on which each payment is to be made:	Not Applicable
30	Other terms or special conditions:	The Conditions set forth in the Supplement as amended and supplemented by this Pricing Supplement apply to the DN Notes and the terms and conditions set out in the Offering Memorandum dated 11 December 2023 do not apply to the DN Notes

DISTRIBUTION

31	(i) If syndicated, names of Managers:	Bank of China (Hong Kong) Limited Crédit Agricole Corporate and Investment Bank Goldman Sachs (Asia) L.L.C. The Hongkong and Shanghai Banking Corporation Limited Industrial and Commercial Bank of China (Asia) Limited UBS AG Hong Kong Branch
	(ii) Stabilisation Manager (if any):	Bank of China (Hong Kong) Limited Crédit Agricole Corporate and Investment Bank Goldman Sachs (Asia) L.L.C. The Hongkong and Shanghai Banking Corporation Limited Industrial and Commercial Bank of China (Asia) Limited UBS AG Hong Kong Branch
32	If non-syndicated, name of Dealer:	Not Applicable
33	Whether TEFRA D or TEFRA C was applicable or TEFRA rules not applicable:	TEFRA not applicable
34	U.S. Selling Restrictions:	Regulation S Category 1
35	Additional selling restrictions:	Not Applicable
36	Prohibition of Sales to EEA Retail Investors:	Not Applicable
37	Prohibition of Sales to UK Retail Investors:	Not Applicable
38	Singapore Sales to Institutional Investors and Accredited Investors only:	Not Applicable

OPERATIONAL INFORMATION

39	ISIN Code:	HK0000963295
40	Common Code:	270909540
41	CMU Instrument Number:	ORNGGB24003
42	Legal Entity Identifier (LEI):	549300DSMAD69T7GGN13
43	Any clearing system(s) other than Euroclear and Clearstream, the CMU and/or DTC and the relevant identification number(s):	Not Applicable, the DN Notes will be cleared and settled through the CMU as the Central Securities Depository and DLT Platform Operator
44	DLT Platform Operator:	CMU

45	DLT Platform Name:	HSBC Orion ¹
46	DLT Platform Type:	Hyperledger Fabric
47	Delivery:	Delivery against payment
48	Additional Paying Agent(s) (if any):	Not Applicable
49	The Agents appointed in respect of the DN Notes are:	The Hongkong and Shanghai Banking Corporation Limited

GENERAL INFORMATION

50	The aggregate nominal amount of Notes issued has been translated into Hong Kong dollars at the rate of 1:1.0863, producing a sum of Notes (in Hong Kong dollars):	HK\$1,629,450,000
51	Governing law of Notes:	Hong Kong law
52	Contact email addresses of the Overall Coordinators where the underlying investor information should be sent:	dcm@bochk.com; DCM-HK@ca-cib.com; Andrew.k.chan@gs.com; constantine.wong@gs.com; hk_syndicate_omnibus@hsbc.com.hk; tiantian.li@icbcasia.com; lisixuan.hester@icbcasia.com; linziying.lavinia@icbcasia.com; qiruixiao.tracy@icbcasia.com; sh-asia-ccs-dcm-filing@ubs.com
53	Rating:	The DN Notes to be issued have been rated: AA+ by S&P and AA- by Fitch
54	Green bond certification and second party opinion provider:	HKQAA Green and Sustainable Finance Certification Scheme Pre-issuance Stage Certificate and Second Party Opinion on the Green Bond Framework from Vigeo Eiris ²

LISTING APPLICATION

This Pricing Supplement comprises the pricing supplement required for the issue of DN Notes described herein pursuant to the HK\$200,000,000,000 Global Medium Term Note Programme of the Government of the Hong Kong Special Administrative Region of the People's Republic of China.

STABILISATION

In connection with the issue of the DN Notes, Bank of China (Hong Kong) Limited, Crédit Agricole Corporate and Investment Bank, Goldman Sachs (Asia) L.L.C., The Hongkong and Shanghai Banking Corporation Limited, Industrial and Commercial Bank of China (Asia) Limited and UBS AG Hong Kong Branch (or persons acting on their behalf) (the “**Stabilisation Manager(s)**”) may over-allot Notes or effect transactions with a view to supporting the market price of the DN Notes at a level higher than that which

1 HSBC Orion refers to the distributed ledger technology platform deployed by The Hongkong and Shanghai Banking Corporation Limited to CMU as the DLT Platform Operator for the purposes of, among other things, creating and settling the DN Notes.

2 Which is now part of Moody's ESG Solutions.

might otherwise prevail for a limited period after the Issue Date. However, there is no obligation on such Stabilisation Manager(s) to do this. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the DN Notes is made. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end no later than the earlier of 30 days after the Issue Date of the DN Notes and 60 days after the date of the allotment of the DN Notes. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

NO SIGNIFICANT CHANGE

Except as disclosed in the Offering Memorandum, there has been no significant change in the financial or trading position of the Issuer since 31 March 2023.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

Duly authorised

PRICING SUPPLEMENT FOR THE HKD DN NOTES

Singapore Securities and Futures Act Product Classification – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the DN Notes are “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

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

This Pricing Supplement, together with the Offering Memorandum (as defined below), include particulars given in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the purpose of giving information with regard to the Issuer. The Issuer accepts full responsibility for the accuracy of the information contained in this Pricing Supplement and the Offering Memorandum and confirms, having made all reasonable enquiries, that to the best of its knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

Pricing Supplement dated 6 February 2024

The Government of the Hong Kong Special Administrative Region of the People’s Republic of China

**Issue of HK\$2,000,000,000 3.80 per cent. Digitally Native Notes due 2026 (the “DN Notes”)
under its HK\$200,000,000,000**

Global Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Digitally Native Notes (the “**Conditions**”) set forth in the supplemental offering memorandum (the “**Supplement**”) dated 6 February 2024. This Pricing Supplement contains the final terms of the DN Notes and must be read in conjunction with the Offering Memorandum dated 11 December 2023, as supplemented by the Supplement (together, the “**Offering Memorandum**”).

1	Issuer:	The Government of the Hong Kong Special Administrative Region of the People's Republic of China
2	(i) Series Number:	26
	(ii) Tranche Number:	001
3	Specified Currency or Currencies:	Hong Kong Dollars ("HK\$")
4	Aggregate Nominal Amount:	
	(i) Series:	HK\$2,000,000,000
	(ii) Tranche:	HK\$2,000,000,000
5	(i) Issue Price:	100.00 per cent. of the Aggregate Nominal Amount
	(ii) Gross Proceeds:	HK\$2,000,000,000
	(iii) Use of Proceeds:	For Eligible Projects as defined under the Green Bond Framework, as further described in the Offering Memorandum
6	(i) Specified Denominations:	HK\$1,000,000 and integral multiples of HK\$500,000 in excess thereof
	(ii) Calculation Amount:	HK\$500,000
7	(i) Issue Date:	7 February 2024
	(ii) Interest Commencement Date:	Issue Date
8	Maturity Date:	Interest Payment Date falling on or nearest to 7 February 2026
9	Interest Basis:	3.80 per cent. Fixed Rate
10	Redemption/Payment Basis:	Redemption at par
11	Change of Interest or Redemption/Payment Basis:	Not Applicable
12	Put/Call Options:	Not Applicable
13	Listing:	Hong Kong Stock Exchange
14	Method of distribution:	Syndicated
15	Private Bank Commission/Rebate:	Not Applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16	Fixed Rate Note Provisions:	Applicable
	(i) Rate of Interest:	3.80 per cent. per annum payable semi-annually in arrear

(ii) Interest Payment Date(s):	7 February and 7 August in each year, commencing on 7 August 2024 up to and including the Maturity Date, adjusted in accordance with the Modified Following Business Day Convention. For the purpose of this paragraph 16(ii): “Modified Following Business Day Convention” means that if any Interest Payment Date would otherwise fall on a day which is not a business day (as defined below), it shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month in which event it shall be brought forward to the immediately preceding business day; and “business day” means a day (other than a Saturday, Sunday or public holiday) upon which commercial banks are generally open for business and settlement of Hong Kong Dollar payments in Hong Kong.
(iii) Fixed Coupon Amount:	Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest HK\$0.01, anything less than HK\$0.01 being rounded downwards. Save in the case where individual certificates are issued pursuant to Condition 15(c), the calculation of any Interest Amount shall be made in accordance with the method of calculation provided for in the Conditions, save that the calculation shall be made in respect of the aggregate nominal amount of the DN Notes then outstanding.
(iv) Broken Amount:	Not Applicable
(v) Day Count Fraction:	Actual/365 (Fixed)
(vi) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable
17 Floating Rate Note Provisions:	Not Applicable
18 Zero Coupon Note Provisions:	Not Applicable
19 Index Linked Interest Note Provisions:	Not Applicable
20 Dual Currency Note Provisions:	Not Applicable

PROVISIONS RELATING TO REDEMPTION

21	Call Option:	Not Applicable
22	Put Option:	Not Applicable
23	Final Redemption Amount of each Note:	HK\$500,000 per Calculation Amount
24	Early Redemption Amount: Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons (Condition 6(c)) or an event of default (Condition 10) and/or the method of calculating the same (if required or if different than that set out in the Conditions):	HK\$500,000 per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE DN NOTES

25	Form of Notes:	Digitally Native Notes: The DN Notes will be issued in dematerialised book entry form in the Specified Currency and the Aggregate Nominal Amount and shall be validly issued when (i) the deed of covenant in relation to the DN Notes has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount as specified herein has been duly recorded in one or more Digital Token Accounts (as defined in the Conditions) by the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the “CMU”) in its capacity as operator of the Platform (as defined in the Conditions) (the “ DLT Platform Operator ”) in the Platform Record (as defined in the Conditions) in accordance with the Platform Related Documentation (as defined in the Conditions) and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified herein.
26	Financial Centre(s) or other special provisions relating to Payment Dates:	Not Applicable
27	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
28	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the DN Notes and interest due on late payment:	Not Applicable

29	Details relating to Instalment Notes: amount of each Instalment, date on which each payment is to be made:	Not Applicable
30	Other terms or special conditions:	The Conditions set forth in the Supplement as amended and supplemented by this Pricing Supplement apply to the DN Notes and the terms and conditions set out in the Offering Memorandum dated 11 December 2023 do not apply to the DN Notes

DISTRIBUTION

31	(i) If syndicated, names of Managers:	Bank of China (Hong Kong) Limited Crédit Agricole Corporate and Investment Bank Goldman Sachs (Asia) L.L.C. The Hongkong and Shanghai Banking Corporation Limited Industrial and Commercial Bank of China (Asia) Limited UBS AG Hong Kong Branch
	(ii) Stabilisation Manager (if any):	Bank of China (Hong Kong) Limited Crédit Agricole Corporate and Investment Bank Goldman Sachs (Asia) L.L.C. The Hongkong and Shanghai Banking Corporation Limited Industrial and Commercial Bank of China (Asia) Limited UBS AG Hong Kong Branch
32	If non-syndicated, name of Dealer:	Not Applicable
33	Whether TEFRA D or TEFRA C was applicable or TEFRA rules not applicable:	TEFRA not applicable
34	U.S. Selling Restrictions:	Regulation S Category 1
35	Additional selling restrictions:	Not Applicable
36	Prohibition of Sales to EEA Retail Investors:	Not Applicable
37	Prohibition of Sales to UK Retail Investors:	Not Applicable
38	Singapore Sales to Institutional Investors and Accredited Investors only:	Not Applicable

OPERATIONAL INFORMATION

39	ISIN Code:	HK0000976420
40	Common Code:	273572139
41	CMU Instrument Number:	ORNGGB24004
42	Legal Entity Identifier (LEI):	549300DSMAD69T7GGN13
43	Any clearing system(s) other than Euroclear and Clearstream, the CMU and/or DTC and the relevant identification number(s):	Not Applicable, the DN Notes will be cleared and settled through the CMU as the Central Securities Depository and DLT Platform Operator
44	DLT Platform Operator:	CMU

45	DLT Platform Name:	HSBC Orion ¹
46	DLT Platform Type:	Hyperledger Fabric
47	Delivery:	Delivery against payment
48	Additional Paying Agent(s) (if any):	Not Applicable
49	The Agents appointed in respect of the DN Notes are:	The Hongkong and Shanghai Banking Corporation Limited

GENERAL INFORMATION

50	The aggregate nominal amount of Notes issued has been translated into Hong Kong dollars at the rate of [●], producing a sum of Notes (in Hong Kong dollars):	Not Applicable
51	Governing law of Notes:	Hong Kong law
52	Contact email addresses of the Overall Coordinators where the underlying investor information should be sent:	dcm@bochk.com; DCM-HK@ca-cib.com; Andrew.k.chan@gs.com; constantine.wong@gs.com; hk_syndicate_omnibus@hsbc.com.hk; tiantian.li@icbcasia.com; lisixuan.hester@icbcasia.com; linziying.lavinia@icbcasia.com; qiruixiao.tracy@icbcasia.com; sh-asia-ccs-dcm-filing@ubs.com
53	Rating:	The DN Notes to be issued have been rated: AA+ by S&P and AA- by Fitch
54	Green bond certification and second party opinion provider:	HKQAA Green and Sustainable Finance Certification Scheme Pre-issuance Stage Certificate and Second Party Opinion on the Green Bond Framework from Vigeo Eiris ²

LISTING APPLICATION

This Pricing Supplement comprises the pricing supplement required for the issue of DN Notes described herein pursuant to the HK\$200,000,000,000 Global Medium Term Note Programme of the Government of the Hong Kong Special Administrative Region of the People's Republic of China.

STABILISATION

In connection with the issue of the DN Notes, Bank of China (Hong Kong) Limited, Crédit Agricole Corporate and Investment Bank, Goldman Sachs (Asia) L.L.C., The Hongkong and Shanghai Banking Corporation Limited, Industrial and Commercial Bank of China (Asia) Limited and UBS AG Hong Kong Branch (or persons acting on their behalf) (the “**Stabilisation Manager(s)**”) may over-allot Notes or effect transactions with a view to supporting the market price of the DN Notes at a level higher than that which might otherwise prevail for a limited period after the Issue Date. However, there is no obligation on such Stabilisation Manager(s) to do this. Any stabilisation action may begin on or after the date on which

1 HSBC Orion refers to the distributed ledger technology platform deployed by The Hongkong and Shanghai Banking Corporation Limited to CMU as the DLT Platform Operator for the purposes of, among other things, creating and settling the DN Notes.

2 Which is now part of Moody's ESG Solutions.

adequate public disclosure of the terms of the DN Notes is made. Such stabilising, if commenced, may be discontinued at any time, and must be brought to an end no later than the earlier of 30 days after the Issue Date of the DN Notes and 60 days after the date of the allotment of the DN Notes. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

NO SIGNIFICANT CHANGE

Except as disclosed in the Offering Memorandum, there has been no significant change in the financial or trading position of the Issuer since 31 March 2023.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

Duly authorised

OVERVIEW OF THE PLATFORM AND CLEARING, SETTLEMENT AND OPERATIONAL INFORMATION

The following provides an overview of the Platform, the roles of certain parties to the transaction, and certain operational information relating to the DN Notes and transactions therein, as at the date of this Supplement. This information is subject to change during the term of the DN Notes, in particular if the Business Continuity Plan is required to be implemented. The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of the Platform and the CMU currently in effect. The information in this section concerning the Platform and the CMU has been obtained from sources that the Issuer believes to be reliable, but none of the Issuer, the Joint Lead Managers, the Agents, the DLT Platform Operator or the Platform Provider takes any responsibility for the accuracy of this section. Investors wishing to use the facilities of any of the Platform and the CMU are advised to confirm the continued applicability of the rules, regulations and procedures of the Platform and the CMU. Neither the Issuer nor any other party to the DNN Agency Agreement will have any responsibility or liability for any aspect of the records of the DN Notes in Digital Token Accounts or for maintaining, supervising or reviewing any such records. There are risks associated with the use of the Platform and related technologies. For more details, see “Risk Factors – Risks related to the DN Notes” and “Risk Factors – Risks related to the use of the Platform and holding structures for the DN Notes” of this Supplement.

THE PLATFORM

The Platform is an online platform using DLT operated by the DLT Platform Operator as an extension of the CMU, used for, including but not limited to, the issuance, settlement, transfer, redemption and cancellation of the DN Notes, and pursuant to which (i) the Direct Participants may manage their holdings of legal title to the DN Notes in its Digital Token Account for their own account and/or in a custodian or intermediary capacity and (ii) the CMU-DSI may hold the DN Notes in its Digital Token Account acting as digital securities intermediary for members of the CMU. The Platform relies on materials, software, equipment, systems or other intellectual property held by or licensed by third party service providers, including (i) DAML as smart contract language technology; (ii) Hyperledger Fabric, private and permissioned enterprise blockchain technology; and (iii) Canton Network.

In recent years, the term “blockchain” has often been used synonymously with inefficiency and disproportionate energy consumption. These claims often point to a single component of the technology, the consensus mechanism. However, blockchain technology is not homogenous, and the amount of energy consumed by different consensus mechanisms varies by several orders of magnitude. Moreover, contrary to often heard statements, energy consumption does not necessarily grow with the number of transactions executed.

The Platform relies on the Hyperledger Fabric blockchain baselayer which is based on the RAFT consensus algorithm. Although the exact environmental impact of running the Platform has not been calculated by the DLT Platform Operator, the RAFT algorithm involves significantly less computing power than other consensus mechanisms, such as proof of work.

FORM OF, AND LEGAL TITLE TO, THE DN NOTES

The DN Notes will be issued in dematerialised book entry form. In the context of the DN Notes, “digitally native” describes the design features that the DN Notes shall be validly issued when (i) the DNN Deed of Covenant has been duly executed and delivered in accordance with the provisions therein and (ii) the initial recording of such Aggregate Nominal Amount has been duly recorded in one or more Digital Token Accounts by the DLT Platform Operator in the Platform Record in accordance with the Platform Related Documentation and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least the minimum Specified Denomination as specified in the relevant Pricing Supplement. The DN Notes will have the benefit of the DNN Deed of Covenant entered into by the Issuer (i) to record its promise to pay Noteholders and (ii) for the acquisition of direct rights by the Noteholders against the Issuer, in each case in the circumstances set out in the DNN Deed of Covenant and relating to the DN Notes only (and not to any other series of notes issued under the Programme). In addition, the DN Notes cannot come into existence without the Platform Record having been created, which gives the DN Notes a “digitally native” quality. However, there is no universal definition or legislation definition under Hong Kong law of, nor settled market consensus on, the term “digitally native”. See *“Risk Factors – Risks related to the DN Notes – The DN Notes will be in dematerialised book entry form on the Issue Date with no physical certificate and there is no universal definition or legislative definition under Hong Kong law of, nor settled market consensus on, the term “digitally native”*”.

Legal title to a DN Note shall pass upon the debiting of record of such DN Note from the relevant transferor Noteholder’s Digital Token Account and corresponding crediting to the transferee Noteholder’s Digital Token Account in the Platform Record, in accordance with the Conditions, the Platform Related Documentation and the relevant procedures of the DLT Platform Operator. Only the DLT Platform Operator has the responsibility for recording legal title and ownership (including any record of transfers) to any DN Note in the Platform Record. For the avoidance of doubt, in the case where the record of DN Notes is debited from one Digital Token Account of an Accountholder and correspondingly credited into another Digital Token Account of the same Accountholder, there is no transfer of legal title, although the debit and credit shall be recorded in the Platform Records.

The DLT Platform Operator will reconcile the Platform Record with a schedule of legal ownership record off-Platform on a daily basis. In addition, an Accountholder (including the CMU-DSI) could also instruct the Platform to send to such Accountholder a statement of holdings for each Digital Token Account of such Accountholder.

No certificates or other physical documents evidencing the DN Notes will be issued, subject as set out below under *“– Business Continuity Plan”*. The recording of the DN Notes in Digital Token Accounts in the Platform Record from time to time will (subject to implementation of the Business Continuity Plan) constitute final and definitive evidence of legal title to the DN Notes. Accordingly, any Accountholder who for the time being holds a DN Note in a Digital Token Account held by it on the Platform shall be treated by the Issuer, the DLT Platform Operator and all other interested parties as the legal owner of that DN Note for all purposes and no person shall be liable for so treating them.

THE PLATFORM RELATED DOCUMENTATION

The operation and functionality of the Platform will be governed by the Platform Related Documentation established and maintained by the DLT Platform Operator from time to time. The Platform Related Documentation includes the terms and conditions governing the use of CMU and the Platform which are applicable to the DN Notes, including but not limited to the reference manual relating to the operation of the CMU issued by the HKMA to CMU members, as amended from time to time (the **“CMU Reference**

Manual”) and supplements thereto in relation to the operation of the Platform, the rulebook and terms of use of the Platform, as each is entered into and/or published by the CMU and in force from time to time as may be replaced or superseded.

THE PLATFORM TOKENS

There are three types of tokens which will be minted and utilised on the Platform:

- **Issuance Tokens:** Issuance Tokens will be minted for the primary issuance stage and purely for the operational purpose of reconciling the record of Aggregate Nominal Amount of outstanding DN Notes of that Series issued by the Issuer on the Platform by the DLT Platform Operator. Each Issuance Token is an internal operational information record on the Platform for the DLT Platform Operator which records the Aggregate Nominal Amount of the DN Notes of the relevant Series outstanding and will be created in the Issuance Token Account opened by the DLT Platform Operator for the Issuer in respect of the issuance of the DN Notes.
- **Digital Bond Tokens:** Digital Bond Tokens will be minted, recorded, held, transferred and, upon maturity, marked as “fully redeemed” in the Digital Token Account(s) of Accountholders (including in the Digital Token Account of the CMU-DSI as an intermediary for investors holding their beneficial interests in the DN Notes as a member of the CMU in its conventional clearing system). The Digital Bond Tokens in an Accountholder’s Digital Token Account will operationally represent the record of Aggregate Nominal Amount of the relevant Series of DN Notes held by such Accountholder.
- **Settlement Tokens:** Settlement Tokens are operationally minted in the relevant Accountholder’s name solely to facilitate settlement of transactions on a delivery-versus-payment basis relating to a transfer of Digital Bond Tokens (which represent legal title to the DN Notes) on-Platform between Accountholders and the transfer of a corresponding amount of fiat cash off-Platform which reflects the consideration for such transaction. The Settlement Tokens are records of deposits held by the DLT Platform Operator in its account with the Deposit Bank (as defined in the Conditions) for DLT Platform Operator’s record keeping purposes, and represent a monetary claim against the DLT Platform Operator, and are ephemeral, existing intraday only.

THE HOLDING OF THE DN NOTES

The DN Notes will be held in Digital Token Accounts opened by Accountholders on the Platform. Direct Participants may only be on-boarded onto the Platform by the DLT Platform Operator. The initial Accountholders on the Issue Date will be the Direct Participants (being Bank of China (Hong Kong) Limited, Crédit Agricole Corporate and Investment Bank, HSBC Nominees (Hong Kong) Limited and Industrial and Commercial Bank of China (Asia) Limited) and the CMU-DSI as an intermediary for investors holding their beneficial interests in the DN Notes as a CMU member in the CMUP. For investors seeking to hold beneficial interests in the DN Notes through Euroclear or Clearstream (as the case may be), such investors will hold their interests through an account opened and held by the custodians of Euroclear or Clearstream (as the case may be) with the CMU in the CMUP. The DLT Platform Operator may admit additional Direct Participants onto the Platform from time to time, subject to compliance with certain requirements, including but not limited to acceding to the Platform Related Documentation.

As the DN Notes will be held in Digital Token Accounts on the Platform, only Accountholders can be Noteholders as such term is used in this Supplement. Investors in the DN Notes who are not themselves Accountholders will be able to hold any beneficial interests in or rights to the DN Notes through the CMU-DSI or a Direct Participant (either directly or indirectly) acting as an intermediary and/or custodian, as applicable.

Accordingly, Accountholders may hold DN Notes as custodian or intermediary, as applicable, for investors (in which case, beneficial interests in the DN Notes will be held for investors entitled thereto) or, where the Accountholder is not the CMU-DSI, for themselves (in which case, the DN Notes will be held as proprietary investments). When acting as custodian or intermediary, where the Accountholder is not the CMU-DSI, each Accountholder is expected to use its own, non-DLT custody or intermediary system (and not the Platform) for recording the entitlement of the investors for whom it holds DN Notes, and where the Accountholder is the CMU-DSI, in accordance with the relevant procedures of the CMU.

Accountholders will be able to open multiple Digital Token Accounts on the Platform. Each Digital Token Account will be opened in the name of an Accountholder only, and may utilise a naming convention which will include information on whether the Digital Token Account will be used for holding beneficial interests in the DN Notes on behalf of investors or for proprietary holdings of that Accountholder (except for the CMU-DSI). It is currently anticipated that each Accountholder (except for the CMU-DSI) will open a separate Digital Token Account for holding DN Notes for each investor for which it holds DN Notes, but may elect to open omnibus accounts for holding DN Notes on behalf of two or more investors.

Investors who are not themselves Accountholders will only be able to exercise their rights attaching to the beneficial interests in the DN Notes (including receipt of interest and principal due under the DN Notes, and exercising voting rights in respect of any resolutions proposed to the Noteholders) through their Accountholder (and any other relevant intermediary or custodian through which they hold their beneficial interests in the DN Notes in), save as required or provided by law. Accordingly, this entails (but is not limited to) the following:

Payments of interest and principal

Payments of interest and principal in fiat cash in respect of the DN Notes shall be made via Society for Worldwide Interbank Financial Telecommunication (“**SWIFT**”) off-Platform in the Specified Currency specified in the relevant Pricing Supplement by the Issuer (or by the Principal Paying Agent acting on its behalf) to, or to the order of, the DLT Platform Operator. Such amounts will be paid by the Issuer (or by the Principal Paying Agent on its behalf) in full off-Platform to a Cash Account (as defined in the Conditions) in the name of the DLT Platform Operator as notified to the Principal Paying Agent by the CMU. The DLT Platform Operator will, promptly upon receipt of such amounts in its Cash Account, transfer payment of the relevant amounts so received to the respective Cash Accounts of the Noteholders entitled thereto.

An investor who is not itself an Accountholder and who holds beneficial interests in or rights to any DN Notes through an Accountholder must look to the Accountholder (and any other intermediary) through which it holds its beneficial interests in or rights to the DN Notes for receipt of its share of the payments so made. Subject to the onward transmission of any such amounts by the CMU-DSI to members of the CMU in accordance with the relevant procedures of the CMU, none of the Issuer, the Fiscal Agent, the Principal Paying Agent, the DLT Platform Operator or the Platform Provider (i) will be responsible for the onward transmission of any such amounts by a Direct Participant to investors holding their beneficial interests in or rights to DN Notes through such Direct Participant and (ii) will be liable for any delay or failure in the onward transmission of such amounts by the relevant Direct Participant. Such investors will have recourse only to the Direct Participant (or other intermediary) through which they hold their beneficial interests in or rights to the DN Notes.

Transfer of legal title to the DN Notes

A transfer of legal title to the DN Note may only be recorded in a Digital Token Account in a nominal amount equal to a Specified Denomination. Any record of a residual holding of legal title to a DN Note with a denomination of less than the minimum Specified Denomination may not be transferred. All transfers of legal title to the DN Notes and entries on the Platform will be made in accordance with the Conditions, the Platform Related Documentation and the relevant procedures of the DLT Platform Operator. Records of transfers of legal title to the DN Notes will be effected, and may only be effected, through the Platform and may, subject as provided in Condition 15 of the Conditions, only be between Accountholders. Such record of transfers may require instructions to be provided on the Platform by both the transferor and transferee and will be effected through recording the debiting of record of DN Notes from the transferor Noteholder's Digital Token Account and crediting of record of DN Notes to the transferee Noteholder's Digital Token Account.

Transfer of legal title to DN Notes to or from any Digital Token Account shall be effected to the relevant Noteholder by the DLT Platform Operator, but upon payment by the relevant Noteholder of any fee, tax, duty, assessment or other governmental charges that may be imposed in relation to such record of transfer (or the giving of such indemnity as the DLT Platform Operator may require).

No Noteholder shall be entitled to record a transfer of any DN Note to or from the relevant Digital Token Account:

- (i) during the period from (and including) 11:30 p.m. (Hong Kong time) on the Clearing System Business Day (as defined in the Conditions) immediately preceding the Maturity Date and ending on (and including) the Maturity Date;
- (ii) in the circumstances described in Condition 7(c) of the Conditions;
- (iii) during a BCP Disruption Event or a BCP Termination Event (other than for the purpose of a Bond Migration in accordance with Condition 15 of the Conditions);
- (iv) following an issuance of any individual certificates in accordance with Condition 15 of the Conditions; or
- (v) where a default notice has been given by such Noteholder in respect of all or part of the DN Notes held by it, pursuant to Condition 10 of the Conditions in relation to such DN Notes.

Save as otherwise required or provided by law, a holder of a beneficial interest in or right to any DN Notes or an investor wishing to acquire any beneficial interests in or rights to any DN Notes (and which, in either case, is not itself an Accountholder) will be required (i) to provide instructions to the Accountholder through which it holds, or wishes to acquire, its beneficial interests in or rights to the DN Notes or (ii) if applicable, provide instructions to such other intermediary through which its beneficial interests in or rights to the DN Notes is held and procure that such intermediary or custodian provides instructions to the relevant Accountholder. In relation to transfers of legal title to the DN Notes on the Platform between Digital Token Accounts, only an Accountholder will be able to input instructions on the Platform to effect the record of transfers of legal title to the DN Notes from a Digital Token Account opened by such Accountholder to any other Digital Token Account on the Platform.

Any transfer of beneficial interests in the DN Notes will be effected in accordance with (if such beneficial interests are held through the CMU-DSI) the relevant procedures of the CMU and/or (if such beneficial interests are held through another Direct Participant) the procedures of the relevant custody agreements, and, depending on how such transfer of beneficial interests is effected, may or may not result in a record of transfer of legal title to the DN Notes on the Platform.

Voting

An investor that is not an Accountholder and wishing to vote on any resolution put to the Noteholders, must instruct their Accountholder (or, if applicable, relevant intermediary or custodian, who shall instruct the relevant Accountholder) to give the necessary instructions as may be appropriate from time to time in order to give effect to the investor's wishes, subject to applicable law.

Notices

Notices required to be given to the Noteholders pursuant to the Conditions shall be validly given if delivered by the Fiscal Agent on behalf of the Issuer by email to the DLT Platform Operator for communication by it to the Noteholders. A notice to be given by the Noteholders pursuant to the Conditions will also be validly given if delivered by a Noteholder to the DLT Platform Operator by email for communication by it to the Issuer or the Fiscal Agent on behalf of the Issuer. Any such notice shall be deemed to have been given to the Noteholders or the Issuer, as the case may be, on the day on which such notice was given to the DLT Platform Operator.

Any investor that is not an Accountholder must look to the Accountholder through which it holds its beneficial interests in or rights to the DN Notes (or, if applicable, such other intermediary or custodian through which such beneficial interests in or right to any DN Notes is held) for receipt of any such notices. Similarly, save as otherwise required or provided by law, if an investor which is not itself an Accountholder wishes to give any notice to the Issuer under the Conditions, it must provide instructions to the relevant Accountholder through which it holds its beneficial interests in or rights to the DN Notes (or, if applicable, via any other intermediary or custodian through which such beneficial interests in or right to any DN Notes is held) to give such notice to the Issuer (or to the DLT Platform Operator for communication by it to the Issuer or the Fiscal Agent on behalf of the Issuer).

BUSINESS CONTINUITY PLAN

The BCP specifies the processes and procedures that the DLT Platform Operator has in place to ensure that the DLT Platform Operator continues to operate or resumes its operation of its functionalities and obligations under the Platform Related Documentation upon the occurrence of a BCP Disruption Event or BCP Termination Event.

BCP Disruption Event

In the event of a BCP Disruption Event, the BCP focuses on ensuring business continuity in the eventuality of such events.

In the event of the occurrence of a BCP Disruption Event (as defined below), whereby the Platform becomes unavailable for a period greater than 48 hours, a layered BCP will be executed (with support from the Platform Provider) as follows:

- (a) In the event that data corruption is identified, the DLT Platform Operator would utilise a previous back-up of the Platform Record maintained by the Platform Provider and require Accountholders to re-enter the transactions from the previous day. Accountholders will be required to retain trade data (e.g., in a SWIFT queue) for this purpose.
- (b) A failure at a GCP service level is not handled with the current technology solution and, as an outage at GCP would impact all Accountholders and the DLT Platform Operator (and Platform Provider)

equally, there is limited value in, for example, faxing or using another alternative communication channel to give trade instructions to the DLT Platform Operator. Instead, it would be proposed that all transactions on the Platform are stayed and entered upon the recovery of the Platform and settled at the earliest opportunity.

- (c) The occurrence of a data corruption event or Platform Incident will render the Platform Record inoperable and unavailable. Accordingly, the DLT Platform Operator will follow steps set out in the Platform Related Documentation in connection with recovering the Platform.

BCP Termination Event

In the event of the occurrence of a BCP Termination Event (as defined below) and following the giving of the BCP Notice (as defined in the Conditions) in relation thereto by the Issuer, the DLT Platform Operator shall, in accordance with the Platform Related Documentation, without consultation with any party and without any Noteholders' approval, commence a Bond Migration by transferring the record of legal title to the DN Notes determined by the DLT Platform Operator from the Platform to the CMUP, where the CMU will record such legal title as beneficial interests in the CMU securities accounts of the Noteholders (other than the CMU-DSI). Following such Bond Migration, the Direct Participants will no longer hold legal title to the DN Notes and instead will hold beneficial interests in the DN Notes in the respective CMU securities accounts of the relevant CMU members. The CMU-DSI will also no longer hold legal title to the DN Notes, although beneficial interests held by CMU members through the CMU-DSI as intermediary will remain in the respective CMU securities accounts of the relevant CMU members.

Upon such BCP Notice (as defined in the Conditions) in relation to a BCP Termination Event being given to Noteholders, all Noteholders (whether for their own account or acting as intermediary or custodian for investors) shall be deemed to consent to such Bond Migration in accordance with the Platform Related Documentation and shall assist the DLT Platform Operator as it directs in such Bond Migration. See also *"Risk Factors – Risks Related to the DN Notes – The record of DN Notes may be migrated to the CMUP in the case of a BCP Termination Event"*.

Upon completion of a Bond Migration, the Issuer shall, as soon as reasonably practicable, give notice of such completion (including the effective date of such Bond Migration) to the Noteholders in accordance with Condition 14. Following a Bond Migration, the legal title of the DN Notes will be held by the HKMA as operator of the CMU and such record of legal title will be reflected in a computerised database maintained by the CMU as record keeper on the CMUP. The DN Notes will continue to be in dematerialised book entry form cleared and settled through the CMUP.

Upon the occurrence of a BCP Disruption Event or BCP Termination Event, the DLT Platform Operator will (with support from the Platform Provider) undertake the following activities:

- (a) use the last available Platform holdings report before the occurrence of a BCP Disruption Event or BCP Termination Event as the back-up record of holdings for the purposes of restoring the Platform or effecting the Bond Migration, as applicable, each in accordance with the Platform Related Documentation;
- (b) review such holdings report and verify the accuracy of the report through a reconciliation of the record of the DN Notes of the relevant Series;
- (c) if the DLT Platform Operator considers the holdings report is accurate, it will commence the BCP Disruption Event recovery or the Bond Migration, as applicable, each in accordance with the Platform Related Documentation; and

- (d) where there is an inaccuracy, discrepancy or any other issue which the DLT Platform Operator considers necessary to verify the validity of the holdings report, it will inform the Issuer and request that the Accountholders confirm their holdings of the relevant DN Notes and whether there are any transactions pending settlement through the Platform (with evidence as necessary). Once the DLT Platform Operator has reasonably satisfied itself as to the accuracy and completeness of the relevant records, the DLT Platform Operator will either:
- (i) be able to treat the back-up record of holdings as the legally definitive “Platform Record” as a substitute for the Platform until such time as the BCP Disruption Event is resolved, the Platform is recovered and resumes service; or
 - (ii) continue with the Bond Migration in accordance with the Platform Related Documentation.

In this section:

“**BCP Disruption Event**” means a circumstance in which the operations of the Platform becomes unavailable for a continuous period of at least 48 hours, including but not limited to the following key events:

- (a) a Platform Incident;
- (b) a Self-Executing Code Vulnerability; or
- (c) a Platform Vulnerability (other than a Self-Executing Code Vulnerability);

“**BCP Termination Event**” means a termination event with regards to the provision of technology services by the Platform Provider (as defined in the Platform Related Documentation) to the DLT Platform Operator, save for expiration or a termination by convenience event;

“**Bond Migration**” means the migration by the DLT Platform Operator of the record of the DN Notes to the CMUP in accordance with the relevant procedures of the CMU and the other actions contemplated by the Conditions as may be conducted by the DLT Platform Operator in relation thereto;

“**GCP**” means Google Cloud Platform, being the Platform Provider’s cloud service provider;

“**Platform Incident**” means any event or circumstance (including, without limitation, a failure in or disruption of the Platform) that impairs the proper or timely functioning of the Platform, including with regards to any peer-to-peer network functionality or processing and/or validating one or more transactions on the Platform;

“**Platform Vulnerability**” means a bug, exploit, vulnerability, hacking or other dysfunction in, or event or circumstance compromising the security of, the Platform, the underlying blockchain and/or smart contract technology or the DLT Platform Operator’s control thereof;

“**Self-Executing Code Vulnerability**” means a bug, exploit, vulnerability, hacking or other dysfunction in any Self-Executing Code; and

“**Self-Executing Code**” means a self-executing code in a computer programme deployed by, or with the permission of, the DLT Platform Operator on the Platform, providing for the automation, self-execution, initiation and/or processing of pre-determined actions related to the DN Notes, where relevant upon fulfilment of pre-determined conditions.

EXCHANGE OF RECORD OF DN NOTES INTO INDIVIDUAL CERTIFICATES

If either: (a) the CMU is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise); or (b) the CMU announces an intention to permanently cease business or does in fact do so, the Issuer shall, whether or not a Bond Migration has occurred, have the right at its sole discretion and without the need to consult or obtain the relevant Noteholders’ approval, but with giving the Noteholders, the CMU and the Fiscal Agent no less than 30 days’ notice, to elect to exchange the record of the DN Notes on the Platform into an individual certificate to each Noteholder as a certification of their legal record of holding, in accordance with the Conditions, the Platform Related Documentation or the relevant procedures of the CMU, as applicable, and the DNN Agency Agreement. For the purpose of establishing the entitlement to such individual certificates, the Issuer and the Fiscal Agent shall each be entitled to rely on the account position report or confirmation of holdings as of the day prior to the first day of the relevant closed period issued by the DLT Platform Operator or the CMU, as applicable.

INITIAL SUBSCRIPTION OF THE DN NOTES

The issue and subscription of the DN Notes on the Issue Date are operationally divided into three different phases, with the last two phases taking place on the Platform.

Bookbuilding phase

Investors who, following the book-building for the initial issue and subscription of the DN Notes, are allocated any beneficial interests in or right to DN Notes, will be required to appoint one of the initial Direct Participants (being Bank of China (Hong Kong) Limited, Crédit Agricole Corporate and Investment Bank, HSBC Nominees (Hong Kong) Limited and Industrial and Commercial Bank of China (Asia) Limited) or hold through CMU-DSI (or to an appoint another intermediary or custodian which in turn appoints (or holds the DN Notes through) an initial Accountholder) to act as its custodian or intermediary, to subscribe for and hold DN Notes on the Platform on its behalf.

An investor will be required to pay the subscription moneys for the portion of beneficial interests in or rights to the DN Notes to which it is allocated in the Specified Currency to the relevant Accountholder (or other intermediary or custodian) subscribing for the DN Notes on its behalf, for value on the relevant Issue Date (or on such earlier date as may be required) in order to obtain its beneficial interests in or rights to the DN Notes upon issue.

Issuance and takedown phase

Prior to or on the relevant Issue Date, the Fiscal Agent, on behalf of the Issuer, will manually input onto the Platform (i) the necessary data which the Platform will utilise for the creation of the Digital Bond Tokens and Issuance Token of the relevant Series of DN Notes and, (ii) the Issuer’s cash account details for receipt of proceeds for the relevant Series of DN Notes. When sufficient funds are prefunded in an off-Platform account of the Joint Lead Manager acting as the settlement manager (or through its appointed Direct Participant) (the “**Settlement Manager**”), the Settlement Manager will, subject to receipt of customary conditions precedent under the Subscription Agreement (as defined below), send a SWIFT

instruction onto the Platform. The Platform will in a single atomic delivery-versus-payment settlement, (i) effect cash transfer by sending SWIFT instruction off-Platform to debit the Settlement Manager's account and credit the Issuer's account and (ii) mint all the Digital Bond Tokens of that Series of DN Notes into a Digital Token Account of the Settlement Manager on the Platform. Thus, the "issuance and takedown phase" of the issuance flow has completed both off- and on-Platform in accordance with the Platform Related Documentation and relevant procedures of the CMU, pursuant to which the settlement of the DN Notes have been effected within the CMU and settlement of fiat cash off-Platform are final.

Allocation phase

Once the issuance and takedown phase has concluded, the Settlement Manager will carry out the allocation, which will involve the transfer of DN Notes in accordance with the Joint Lead Managers' instructions in proportions agreed via the off-Platform bookbuilding process.

Settlement of the allocation phase will occur in the following scenarios:

- (i) **Initial subscriber to the DN Notes is a Direct Participant** (i.e. the relevant investor is a Direct Participant or has instructed the Joint Lead Manager to settle the allocation amount of record of DN Notes with a custodian that is a Direct Participant): via an on-Platform delivery-versus-payment settlement involving bilateral transfers from the Settlement Manager's Digital Token Account to the Direct Participant's Digital Token Account against the transfer of Settlement Tokens on the Platform (i.e. the Settlement Tokens are operationally updated in the name of the recipient Direct Participant), which in turn results in a transfer of a corresponding amount of fiat cash off-Platform. Such investor may subsequently choose to hold the DN Notes through the CMUP by effecting a free of payment transfer to the CMU-DSI Digital Token Account, where corresponding beneficial interests will be reflected in such investor's CMU securities account on the CMUP.
- (ii) **Initial subscriber to the DN Notes is not a Direct Participant** (i.e. the relevant investor is a non-Direct Participant or has appointed a non-Direct Participant as its custodian): the Settlement Manager on the Platform transfers the relevant allocation amount of record of DN Notes free of payment from its Digital Token Account to the CMU-DSI Digital Token Account as an intermediary, resulting in a credit of the corresponding beneficial interests in the DN Notes in the Settlement Manager's CMU securities account on the CMUP. The Settlement Manager transfers the relevant allocation amount of the beneficial interest in the DN Notes to the relevant initial subscriber(s) CMU securities account(s) on the CMUP via a delivery versus payment transfer.

Each Accountholder (except the CMU-DSI) should ensure that their subscription moneys are in their Cash Account and the Settlement Manager will send matching instructions to the Platform. To effect settlement, the subscription moneys in each Accountholder (except the CMU-DSI)'s Cash Account will be transferred to the DLT Platform Operator's Cash Account and the DLT Platform Operator will deploy a Settlement Token on-Platform to facilitate the delivery-versus-payment settlement of the Digital Bond Tokens and Settlement Tokens between the Settlement Manager and the Accountholders (except the CMU-DSI). The Settlement Tokens represent a monetary entitlement by the Settlement Manager against the CMU, whereupon the subscription moneys will be released to the Settlement Manager.

BENEFICIAL INTERESTS IN OR RIGHTS TO ANY DN NOTES HELD THROUGH THE CMU-DSI

Where an investor holds beneficial interests in or rights to any DN Notes through the CMU-DSI, the CMU will provide a central depository service for the safe custody and electronic trading between the members of such beneficial interests in or rights to any DN Notes. Membership of the CMU is open to all financial institutions regulated by the Hong Kong Monetary Authority, Securities and Futures Commission, Insurance Authority or Mandatory Provident Fund Schemes Authority. For further details on the full range of the CMU's custodial services, please refer to the CMU Reference Manual which can be found on its website at <https://www.cmu.org.hk/en/reference-materials>. Any content on such website is not a part of, nor incorporated by reference into, this Supplement. The CMU has an income distribution service which is a service offered by the CMU to facilitate the distribution of interest, coupon or redemption proceeds to such investor via the CMUP.

For investors seeking to hold any beneficial interests in the DN Notes through Euroclear or Clearstream (as the case may be), such investors will hold their interest through an account opened and held by the custodians of Euroclear or Clearstream (as the case may be) with the CMUP.

SECONDARY TRADING

So long as the DN Notes are outstanding, a Noteholder or an investor, as applicable, will be able to trade its legal title to, or beneficial interests in, the DN Notes, as applicable, only through OTC trading and, in the case of an investor holding beneficial interests in the DN Notes, where it has custody or intermediary arrangements in place (whether directly or indirectly) with an Accountholder. Only a Noteholder which is itself an Accountholder would be able to transfer legal title to the DN Notes. An Accountholder may hold the relevant legal title to the DN Notes on the Platform as a custodian or intermediary for an investor. Each Accountholder's legal title to the DN Notes will be reflected on the Platform as the total balance of the relevant Digital Token Account(s) of such Accountholder. Records of the individual beneficial interests in the DN Notes of an investor that is not a Direct Participant will be maintained off-Platform in accordance with its custody or intermediary arrangement with the relevant Direct Participant or in the case where the Accountholder is CMU-DSI, the relevant procedures of the CMU.

REDEMPTION ON MATURITY

For the final redemption upon maturity of the DN Notes, the Issuer will transfer fiat cash in the amount equal to the Aggregate Nominal Amount of the relevant Series of DN Notes to the cash account of the Principal Paying Agent off-Platform, who will thereafter transfer such amount off-Platform to the DLT Platform Operator's Cash Account. The DLT Platform Operator will send the allocation instructions to transfer the redemption money from its Cash Account to the Cash Accounts of Accountholders (including the CMU-DSI) based on their respective holdings in the DN Notes as per the Platform Records. Upon such payment, the Digital Bonds Tokens will be marked as "Bond fully redeemed" on the Platform and the status of the Issuance Token will be changed to "fully redeemed". Investors holding beneficial interest in the DN Notes must look to their intermediary or custodian for payment of the redemption moneys.

THE HONG KONG SPECIAL ADMINISTRATIVE REGION

The Offering Memorandum is hereby supplemented with the following information, which shall be deemed to be incorporated in, and to form part of, the Offering Memorandum. Save as otherwise defined herein, terms defined in the Offering Memorandum have the same meaning when used in this section.

- (a) *The table titled “Rate of Change in Composite Consumer Price Indices” and the two paragraphs under such table on page 104 of the Offering Memorandum shall be deemed to be deleted in their entirety and be replaced with the following.*

Rate of Change in Composite Consumer Price Indices

	For the year ended 31 December					
	2018	2019	2020	2021	2022	2023
	(year-on-year percentage change)					
Composite Consumer Price Index	2.4	2.9	0.3	1.6	1.9	2.1
Underlying Composite Consumer Price Index	2.6	3.0	1.3	0.6	1.7	1.7

Source: Census and Statistics Department.

The underlying inflation rate as measured by the change in underlying CCPI rebounded to 2.6 per cent. in 2018, and went up further to 3.0 per cent in 2019, primarily due to a sharp increase in pork prices amid a reduced supply of fresh pork since May. In 2020, the underlying inflation rate receded visibly to 1.3 per cent., as price pressures on most goods and services eased amid austere global and local economic conditions. The underlying inflation rate went up modestly over the course of 2021 alongside the economic recovery and higher import prices and averaged 0.6 per cent. for the year as a whole. In 2022, the underlying CCPI rose to 1.7 per cent. as the prices of food, clothing and energy-related items increased notably. For 2023 as a whole, the underlying CCPI rate stayed at 1.7 per cent. Prices of meals out and takeaway food, and clothing and footwear continued to see visible increases over a year earlier. Price pressures on other major components remained broadly in check.

- (b) The table titled “RATE OF CHANGE IN EARNINGS IN REAL TERMS BY ECONOMIC SECTOR” and the paragraph under such table on page 107 of the Offering Memorandum shall be deemed to be deleted in its entirety and be replaced with the following.

RATE OF CHANGE IN EARNINGS IN REAL TERMS BY ECONOMIC SECTOR⁽¹⁾⁽²⁾

	For the year ended 31 December					Q1	Q2	Q3
	2018	2019	2020	2021	2022	2023	2023	2023
	(year-on-year percentage change)							
Manufacturing	1.6	0.9	(0.4)	(2.1)	(0.9)	2.0	1.6	1.8
Import/export and wholesale trades .	0.8	(0.5)	0.2	(1.4)	(1.0)	0.2	0.5	0.9
Retail trade	0.6	(0.5)	(0.1)	(1.4)	(0.7)	0.2	0.9	1.2
Transportation, storage, postal and courier services	1.6	1.0	(5.6)	(5.3)	*	4.7	7.7	8.6
Accommodation [^] and food service activities.	2.8	1.8	(3.2)	(2.6)	0.3	2.9	3.1	3.4
Information and communications . .	0.8	0.9	2.0	0.2	0.9	1.9	1.7	1.8
Financial and insurance activities . .	0.7	0.2	1.2	0.2	0.8	1.2	1.6	1.7
Real estate activities	1.9	1.1	1.3	(0.1)	0.2	0.9	0.8	1.0
Professional and business services .	2.2	0.9	1.4	(0.1)	0.8	1.6	1.2	1.5
Social and personal services	1.8	(0.6)	6.0	(1.5)	(0.6)	(0.3)	(1.9)	1.1
All selected industry sections ⁽³⁾ . . .	1.5	0.5	2.1	(0.5)	(0.2)	1.1	1.1	1.5

Notes:

- Earnings refer to data of payroll collected in the Labour Earnings Survey, which include all regular and guaranteed payments such as basic pay and stipulated bonuses and allowances, and other irregular payments to workers, such as non-guaranteed or discretionary cash bonuses and allowances, overtime payment and back-pay, except severance pay and long service payment.
 - As from 2021, the real indices of payroll per person engaged are derived by deflating the nominal indices of payroll per person engaged by the 2019/20-based Composite CPI. To facilitate comparison, real indices of payroll per person engaged prior to 2021 have been recompiled using the 2019/20-based Composite CPI.
 - Refers to all industries covered by the payroll enquiry, including the mining and quarrying industry; the sewerage, waste management and remediation activities industry; and the electricity and gas supply industry, the statistics of which are not separately shown.
- * Figure denotes increase or decrease of less than 0.05 per cent.
- [^] Accommodation services cover hotels, guesthouses, boarding houses and other establishments providing short term accommodation.

Source: Labour Earnings Survey, Census and Statistics Department.

Earnings stayed on the rise in real terms in 2018 and 2019, but the pace of increase decelerated. Labour earnings rose by 2.1 per cent. in real terms in 2020 as compared to a 0.5 per cent. increase in 2019, mainly reflecting the slower headline Composite CPI inflation rate of 0.3 per cent. in 2020 as compared to 2.9 per cent. in 2019 due to the implementation of additional one-off relief measures by the HKSAR Government. Labour earnings turned to a decline of 0.5 per cent. in real terms in 2021, as the headline Composite CPI inflation was enlarged by the low base effect caused by the one-off relief measures implemented by the HKSAR Government a year earlier. In 2022, the decline in labour earnings in real terms narrowed to 0.2 per cent., alongside improved labour market conditions. As the labour market continued to improve, labour earnings increased by 1.1 per cent. year-on-year in real terms, in the first and second quarters of 2023, and by 1.5 per cent. in real terms in the third quarter. The Statutory Minimum Wage rate of HK\$40.0 per hour has been effective since 1 May 2023.

- (c) The following figures shall be inserted to supplement the information set out in the table titled “RATE OF CHANGE IN REAL GDP BY ECONOMIC SECTOR” on page 110 of the Offering Memorandum.

RATE OF CHANGE IN REAL GDP BY ECONOMIC SECTOR

	Q3
	2023 ⁽¹⁾
Agriculture, fishing, mining and quarrying	(3.2)
Manufacturing	4.4
Electricity, gas and water supply, and waste management	0.3
Construction	9.6
Services	4.0
Import/export, wholesale and retail trades	1.5
Accommodation and food services	18.1
Transportation, storage, postal and courier services	31.5
Information and communications	1.7
Financing and insurance	(0.6)
Real estate, professional and business services	2.9
Public administration, social and personal services	2.6
Ownership of premises	0.8

Note:

1. Preliminary figures.

Source: Census and Statistics Department.

- (d) The table titled “KEY TOURISM INDICATORS” on page 114 of the Offering Memorandum shall be deemed to be deleted in its entirety and be replaced with the following.

KEY TOURISM INDICATORS

	For the year ended 31 December					
	2018	2019	2020	2021	2022	2023
Total visitor arrivals (in thousands)	65,148	55,913	3,569	91	605	34,000
The Mainland	51,038	43,775	2,706	66	375	26,760
North Asia	2,709	2,121	90	1	16	749
Southeast and South Asia	3,572	3,041	191	10	78	2,421
Europe, Africa and the Middle East	2,232	1,985	178	7	45	864
The Americas	1,873	1,601	123	3	42	904
Australia, New Zealand and South Pacific	704	612	58	1	15	293
Taiwan	1,925	1,539	105	3	24	784
Macao SAR/Not identified	1,095	1,239	118	2	10	1,224
Average length of stay of overnight visitors (nights)	3.1	3.3	N/A	N/A	N/A	3.6
Hotel occupancy rate (per cent.)	91	79	46	63	66	82
Total tourism expenditure associated with inbound tourism (HK\$ billion)	331.7	256.2	N/A	N/A	N/A	74.5 ⁽¹⁾

Note:

1. As the figure for the year ended 31 December 2023 is not available, the figure refers to the first half of 2023.

Source: Hong Kong Tourism Board.

- (e) The sub-section titled “The Hong Kong International Airport” and the table titled “KEY INDICATORS OF HKIA” on pages 115 and 116 of the Offering Memorandum shall be deemed to be deleted in their entirety and be replaced with the following.

The Hong Kong International Airport

The HKIA is operated and maintained by the Airport Authority Hong Kong (the “AA”), a statutory corporation established in December 1995 under the Airport Authority Ordinance. The AA is required to conduct business in accordance with prudent commercial principles. The AA is wholly-owned by the HKSAR Government.

Air traffic at the HKIA continued to recover in 2023 as passenger numbers and flight movements both reached new post-pandemic heights in December 2023. In 2023, the HKIA handled 40 million passengers and 276,000 flight movements, representing increases of around 600 per cent. and 100 per cent., respectively, compared to 2022. Total cargo throughput saw an annual growth of 3.2 per cent. to 4.3 million tonnes. To strengthen Hong Kong’s status as an international aviation hub and to cater for the city’s long-term air traffic demand, the HKIA is continuing with its plan to develop from a two-runway system to the Three-Runway System (“3RS”). The 3RS project comprises the formation of about 650 hectares of land; construction of the Third Runway, taxiways and aprons; construction of the Terminal 2 Concourse; expansion of Terminal 2; provision of a new automated people mover system and a high-speed baggage handling system; and the construction of airport support infrastructure, utilities and facilities. With the Third Runway officially commissioned on 25 November 2022, signifying an important milestone of the 3RS project, the 3RS is targeted to complete in 2024 with relevant passenger facilities to be opened in phases in light of passenger traffic demand.

The table below shows the passenger and freight throughput at the HKIA for the periods indicated.

KEY INDICATORS OF HKIA

	For the year ended 31 December					
	2018	2019	2020	2021	2022	2023 ⁽³⁾
Passenger throughput ⁽¹⁾ (million persons)	74.4	71.3	8.8	1.3	5.6	39.4
Freight throughput ⁽²⁾ (million tons)	5.0	4.7	4.4	5.0	4.2	4.3

Notes:

1. Arrival and departure passengers include transfer but exclude transit.
2. The amount of freight excludes air mail.
3. Provisional figures.

Source: Civil Aviation Department.

(f) The table titled “Balance of Payments” and the paragraph under such table on pages 125 and 126 of the Offering Memorandum shall be deemed to be deleted in their entirety and be replaced with the following.

Balance of Payments

	For the year ended 31 December					Q1 ⁽⁵⁾	Q2 ⁽⁵⁾	Q3 ⁽⁵⁾
	2018	2019	2020	2021	2022	2023	2023	2023
	(HK\$ billions, except percentages)							
Current Account Balance⁽¹⁾	105.9	166.5	187.0	339.4 ⁽⁵⁾	281.9 ⁽⁵⁾	42.6	50.0	103.6
Balance on goods	(253.0)	(120.5)	(41.3)	24.7 ⁽⁵⁾	(44.8) ⁽⁵⁾	(39.1)	(65.5)	(23.8)
Balance on services	246.9	164.9	92.9	135.0 ⁽⁵⁾	155.6 ⁽⁵⁾	46.0	39.4	38.2
Primary income	134.8	143.7	156.1	198.7 ⁽⁵⁾	185.8 ⁽⁵⁾	39.4	79.8	93.4
Secondary income	(22.8)	(21.6)	(20.7)	(19.0) ⁽⁵⁾	(14.6) ⁽⁵⁾	(3.7)	(3.7)	(4.2)
Capital Account Balance⁽¹⁾	(1.6)	(0.7)	(0.1)	(10.4) ⁽⁵⁾	1.2 ⁽⁵⁾	(0.1)	(0.1)	6.2
Financial Account Balance⁽²⁾	173.5	236.8	243.8	363.2	276.8	12.2	80.7	143.5
Financial non-reserve assets ⁽³⁾	165.9	245.6	(19.2)	372.4	644.0	8.6	171.2	127.4
Direct investment	(172.8)	(160.7)	(263.7)	(340.1)	(27.1)	88.4	(65.8)	(105.3)
Portfolio investment	616.4	215.8	528.0	620.5	317.4	(18.7)	296.6	139.9
Financial derivatives	(33.2)	(1.2)	(18.8)	(45.1)	(140.4)	(8.8)	(10.2)	(55.9)
Other investment	(244.5)	191.8	(264.8)	137.1	494.2	(52.3)	(49.5)	148.7
Reserve assets ⁽³⁾	7.6	(8.9)	263.0	(9.1)	(367.2)	3.6	(90.5)	16.1
Net Errors and Omissions⁽⁴⁾	69.1	71.0	56.9	34.2 ⁽⁵⁾	(6.3) ⁽⁵⁾	(30.3)	30.8	33.7
Overall Balance of Payments	7.6	(8.9)	263.0	(9.1)	(367.2)	3.6	(90.5)	16.1
Overall Balance of Payments as percentage of GDP	0.3	(0.3)	9.8	(0.3)	(13.0)	0.5	(12.8)	2.1

Notes:

1. A positive value for the balance figure in the current account or the capital account represents a surplus whereas a negative value represents a deficit.
2. A new sign convention has been adopted for the entire series of the financial account since June 2023. An increase in assets/liabilities is indicated by a positive value. Note that an increase in assets indicates a net financial outflow, while an increase in liabilities indicates a net financial inflow. Therefore, an increase in the financial account balance (i.e. when assets minus liabilities is a positive value) indicates a net financial outflow.
3. The estimates of reserve and non-reserve assets under the balance of payments framework are transaction figures. Effects of valuation changes (including price changes and exchange rate changes) and reclassifications are not taken into account.
4. In principle, the net sum of credit entries and debit entries is zero. In practice, discrepancies between the credit and debit entries may occur for various reasons as the relevant data are collected from many sources. Equality between the sum of credit entries and that of debit entries is brought about by the inclusion of a balancing item which reflects net errors and omissions.
5. Figures are subject to revision at later stage as more data become available.

Source: Census and Statistics Department. The balance of payments statistics of Hong Kong are compiled in accordance with the international standards as stipulated in the Sixth Edition of the Balance of Payments and International Investment Position Manual released by the International Monetary Fund (IMF) in 2009.

Hong Kong recorded an overall balance of payments deficit during three of the five years from 2018 to 2022. In 2022, there was a balance of payments deficit of HK\$367.2 billion, or 13.0 per cent. of GDP, as compared with a deficit of HK\$9.1 billion, or 0.3 per cent. of GDP, in 2021. Hong Kong recorded a balance of payments surplus of HK\$16.1 billion (2.1 per cent. of GDP) in the third quarter of 2023. Reserve assets correspondingly increased by the same amount. This was against a balance of payments deficit of HK\$90.5 billion (12.8 per cent. of GDP) in the second quarter of 2023.

- (g) *The table titled “Net International Investment Position” on page 126 of the Offering Memorandum and the paragraph under such table shall be deemed to be deleted in their entirety and be replaced with the following.*

Net International Investment Position

	As at end of					As at	As at	As at
	2018	2019	2020	2021	2022	31 March 2023 ⁽¹⁾	30 June 2023 ⁽¹⁾	30 September 2023 ⁽¹⁾
(HK\$ billions, except percentages)								
Net IIP	10,047.3	12,297.2	16,451.9	16,463.3	13,814.2	13,991.8	13,660.7	13,324.6
Ratio to GDP (percentage)	354	432	615	574	490	490	474	455

Note:

1. Figures are subject to revision at later stage as more data become available.

Source: Census and Statistics Department.

Hong Kong’s external financial assets and liabilities stood at a very high level throughout 2018 to 2022. As at the end of 2022, Hong Kong’s external financial assets and liabilities amounted to HK\$47,403.2 billion and HK\$33,589.0 billion, respectively, resulting in a net IIP of HK\$13,814.2 billion, or 490 per cent. of GDP. At the end of the third quarter of 2023, Hong Kong’s net external financial assets amounted to HK\$13,324.6 billion, compared with HK\$13,991.8 billion and HK\$13,660.7 billion at the end of the first and second quarter of 2023, respectively.

- (h) *The first paragraph on page 127 under the sub-section titled “Current Account” of the Offering Memorandum shall be deemed to be deleted in its entirety and be replaced with the following.*

For the five years from 2018 to 2022, the current account surplus increased from HK\$105.9 billion in 2018 to HK\$281.9 billion in 2022. For 2022 as a whole, the current account surplus was HK\$281.9 billion (as a ratio of 10.0 per cent. to GDP), smaller than that of HK\$339.4 billion (as a ratio of 11.8 per cent. to GDP) in 2021, due to the decrease in goods balance, partly offset by the increase in services surplus and the decrease in net outflow of secondary income. In the first, second and third quarter of 2023, the current account recorded, respectively, a surplus of HK\$42.6 billion (as a ratio of 5.9 per cent. to GDP), HK\$50.0 billion (as a ratio of 7.1 per cent. to GDP) and HK\$103.6 billion (as a ratio of 13.5 per cent. to GDP). This reflects that Hong Kong’s savings was greater than its investment, enabling Hong Kong to accumulate external financial assets (such as equity securities or debt securities) as a buffer against global financial volatilities.

- (i) *The sub-sections titled “Capital Account” and “Financial Account” on page 127 of the Offering Memorandum shall be deemed to be deleted in their entirety and replaced with the following.*

Capital Account

The capital account recorded deficits during 2018 to 2021 and a surplus in 2022. In 2022, a surplus of HK\$1.2 billion was recorded in the capital account, as against a deficit of HK\$10.4 billion in 2021. The capital account recorded a deficit of HK\$0.1 billion in both the first and second quarter of 2023. In the third quarter of 2023, the capital account recorded a surplus of HK\$6.2 billion.

Financial Account

During 2018 to 2022, Hong Kong recorded net annual increases in the financial account. For 2022 as a whole, financial non-reserve assets recorded an overall net increase of HK\$644.0 billion (as a ratio of 22.9 per cent. to GDP), compared with an overall net increase of HK\$372.4 billion (as a ratio of 13.0 per cent. to GDP) in 2021. The overall net increase recorded in 2022 was due to net increases of other investment and portfolio investment, partly offset by net decreases of cash settlement of financial derivatives and direct investment. In the first and second quarter of 2023, financial non-reserve assets recorded, respectively, an overall increase of HK\$8.6 billion and HK\$171.2 billion. An overall increase in financial non-reserve assets amounting to HK\$127.4 billion (as a ratio of 16.6 per cent. to GDP) was recorded in the third quarter of 2023, due to the net increases in other investment and portfolio investment, partly offset by the net decreases in direct investment and financial derivatives.

- (j) *The table titled “Merchandise Trade” and the two paragraphs under such table on page 127 of the Offering Memorandum shall be deemed to be deleted in their entirety and be replaced with the following.*

Merchandise Trade

	For the year ended 31 December					
	2018	2019	2020	2021	2022	2023
	(HK\$ billions)					
Imports	4,721.4	4,415.4	4,269.8	5,307.8	4,927.5	4,645.0
Total Exports	4,158.1	3,988.7	3,927.5	4,960.7	4,531.6	4,177.4

Source: *Census and Statistics Department.*

The value of merchandise exports increased by 7.3 per cent. in 2018, followed by decreases of 4.1 per cent. in 2019 and 1.5 per cent. in 2020, before reverting to an increase of 26.3 per cent. for 2021, followed by a decrease of 8.6 per cent. for 2022 as compared with 2021. For 2023, the value of total exports of goods decreased by 7.8 per cent. as compared with 2022.

Hong Kong’s merchandise imports followed a broadly similar pattern as the exports. The value of imports increased by 8.4 per cent. in 2018, followed by decreases of 6.5 per cent. in 2019 and 3.3 per cent. in 2020, before reverting to an increase of 24.3 per cent. for 2021. The value of imports decreased by 7.2 per cent. for 2022 as compared with 2021. For 2023, the value of imports of goods decreased by 5.7 per cent. as compared with 2022.

- (i) The table titled “Value of Total Exports of Goods by Commodity” on page 128 of the Offering Memorandum shall be deemed to be deleted in its entirety and be replaced with the following.

Value of Total Exports of Goods by Commodity

	For the year ended 31 December					
	2018	2019	2020	2021	2022	2023
	(HK\$ billions)					
Total Exports	4,158.1	3,988.7	3,927.5	4,960.7	4,531.6	4,177.4
Electrical machinery, apparatus and appliances, and electrical parts thereof	1,585.6	1,570.2	1,703.2	2,264.0	2,221.3	1,983.8
Telecommunications and sound recording and reproducing apparatus and equipment	777.3	736.1	666.6	752.7	545.7	524.7
Office machines and automatic data processing machines	448.3	400.3	429.8	562.5	488.8	408.1
Miscellaneous manufactured articles	234.9	223.4	186.4	248.0	231.8	243.4
Non-metallic mineral manufactures	173.6	155.4	123.7	167.0	177.9	162.1
Professional, scientific and controlling instruments and apparatus	97.6	92.9	98.0	102.0	155.3	139.4
Photographic apparatus, equipment and supplies, optical goods, watches and clocks	105.6	105.0	84.6	105.9	103.7	97.8
Power generating machinery and equipment	57.8	80.6	80.6	91.1	91.1	106.4
Non-ferrous metals	41.4	32.3	54.4	92.5	59.9	76.0
Articles of apparel and clothing accessories	108.5	96.2	63.8	66.7	53.5	51.2

Source: Census and Statistics Department.

- (j) The table titled “Value of Total Exports of Goods by Main Market” on page 129 of the Offering Memorandum shall be deemed to be deleted in its entirety and be replaced with the following.

Value of Total Exports of Goods by Main Market

	For the year ended 31 December					
	2018	2019	2020	2021	2022	2023
	(HK\$ billions)					
Total Exports	4,158.1	3,988.7	3,927.5	4,960.7	4,531.6	4,177.4
The Mainland of China.	2,287.3	2,210.9	2,324.5	2,952.0	2,570.8	2,320.4
United States of America	356.8	304.0	258.8	309.6	292.7	272.5
India	134.3	118.2	97.4	133.1	171.7	167.0

For the year ended 31 December						
	2018	2019	2020	2021	2022	2023
	(HK\$ billions)					
Taiwan	86.2	88.3	98.5	143.8	154.2	138.8
Vietnam	83.2	80.2	84.5	103.3	112.4	111.9
Asia-Pacific Economic Co-operation ⁽¹⁾	3,349.1	3,210.7	3,230.6	4,077.9	3,675.7	3,324.1
Association of Southeast Asian Nation ⁽²⁾	308.2	310.7	282.9	338.0	360.0	331.4
European Union ⁽³⁾	380.7	357.6	280.2	339.5	312.6	273.7

Notes:

1. The Asia-Pacific Economic Cooperation is composed of Australia, Brunei Darussalam, Canada, Chile, the mainland of China, Indonesia, Japan, Korea, Malaysia, Mexico, New Zealand, Papua New Guinea, Peru, the Philippines, Russia, Singapore, Taiwan, Thailand, the United States of America and Vietnam.
2. Association of Southeast Asian Nations (A.S.E.A.N.) is composed of Brunei Darussalam, Cambodia, Indonesia, Laos, Malaysia, Myanmar, the Philippines, Singapore, Thailand and Vietnam.
3. Starting from February 2020, the United Kingdom is no longer a member of European Union, leaving the 27 original members, viz.: Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden. Statistics on merchandise trade with European Union are compiled based on the new coverage starting from February 2020 and are thus not comparable with historical figures for 2018 to 2019 presented in the above table.

Source: Census and Statistics Department.

- (k) *The table titled “Direct Investment Inflow by Major Investor Country/Territory” on page 133 of the Offering Memorandum shall be deemed to be deleted in its entirety and be replaced with the following.*

Direct Investment Inflow by Major Investor Country/Territory⁽¹⁾

	Direct investment inflow during the year ⁽²⁾				
	2018	2019	2020	2021	2022
	(HK\$ billion)				
Direct investment liabilities ⁽³⁾	760.5	456.7	911.1	1,066.2	958.4
Total of all countries/territories⁽³⁾	817.1	577.6	1,045.0	1,089.7	859.0
British Virgin Islands	281.1	259.1	238.4	311.0	189.8
The Mainland	296.6	320.5	337.2	351.6	315.8
United Kingdom	80.0	25.6	81.0	25.3	81.3
Cayman Islands	(10.1)	38.6	127.2	120.5	63.4
Bermuda	50.3	41.3	(36.0)	87.7	55.9

Notes:

1. Country/Territory here refers to the immediate source economy. It does not necessarily reflect the country/territory from which the funds are initially mobilised.

2. Negative inflow does not necessarily relate to equity withdrawal. It may be the result of repayment of loans owed to non-resident affiliates.
3. The total of all countries/territories is different from the aggregate direct investment liabilities due to the adoption of different presentation principles, with the former compiled based on the “directional principle” and the latter based on the “asset/liability principle” in accordance with the international statistical standards. The total of all countries/territories should be referred to in calculating the shares of individual investor countries/territories, while the direct investment liabilities should be referred to in the analyses on aggregate statistics.

Source: Census and Statistics Department.

- (1) The table titled “Direct Investment Inflow by Major Economic Activity of Hong Kong Enterprise Groups” and the paragraph under such table on page 134 of the Offering Memorandum shall be deemed to be deleted in its entirety and be replaced with the following.

Direct Investment Inflow by Major Economic Activity of Hong Kong Enterprise Groups⁽¹⁾⁽²⁾

	Direct investment inflow during the year ⁽³⁾				
	2018	2019	2020	2021	2022
	(HK\$ billion)				
Direct investment liabilities ⁽⁴⁾	760.5	456.7	911.1	1,066.2	958.4
Total of all economic activities ⁽⁴⁾	817.1	577.6	1,045.0	1,089.7	859.0
Investment and holding, real estate, professional and business services	479.7	235.8	690.2	753.6	504.7
Banking	137.4	136.6	82.9	62.3	101.0
Import/export, wholesale and retail trades	129.4	113.2	94.4	137.2	94.1
Financing (except banking, investment and holding companies)	3.7	29.8	67.9	(40.1)	(21.9)
Insurance	13.9	24.5	46.2	61.9	71.8
Construction	44.9	36.9	19.3	42.8	30.3

Notes:

1. A Hong Kong enterprise group (“HKEG”) mainly consists of a Hong Kong parent company, its Hong Kong subsidiaries, associates and branches.
2. For an enterprise group, economic activity refers to the major economic activity of the whole enterprise group in Hong Kong. If an HKEG is engaged in a wide variety of activities, the economic activity is determined on the basis of the economic activity in respect of which the operating revenue is predominant.
3. Negative inflow does not necessarily relate to equity withdrawal. It may be the result of repayment of loans owed to non-resident affiliates.
4. The total of all economic activities is different from the aggregate direct investment liabilities due to the adoption of different presentation principles, with the former compiled based on the “directional principle” and the latter based on the “asset/liability principle” in accordance with the international statistical standards. The total of all economic activities should be referred to in calculating the shares of individual economic activities, while the direct investment liabilities should be referred to in the analyses on aggregate statistics.

Source: Census and Statistics Department.

In 2022, total direct investment (“DI”) inflow amounted to HK\$958.4 billion compared to HK\$1,066.2 billion in 2021.

- (m) The first paragraph of the section “INTERNATIONAL RESERVES” on page 140 of the Offering Memorandum shall be deemed to be deleted in its entirety and be replaced with the following.

Hong Kong’s foreign currency reserves, which are held in the Exchange Fund, totalled U.S.\$425.5 billion as at the end of December 2023. There were no unsettled foreign exchange contracts as at the end of December 2023. The day-to-day management of the Exchange Fund is conducted by the HKMA. See “— Financial and Monetary System — The Exchange Fund”.

- (n) The table titled “DEPOSITS FROM CUSTOMERS (ALL AIS)” and the three paragraphs under such table on page 147 of the Offering Memorandum shall be deemed to be deleted in their entirety and be replaced with the following.

DEPOSITS FROM CUSTOMERS (ALL AIS)

	As at 31 December					
	2018	2019	2020	2021	2022	2023
	(HK\$ billions)					
Hong Kong Dollar (including swap deposits)						
Demand	1,093	1,036	1,432	1,504	1,128	958
Savings.	2,806	2,641	3,373	3,577	2,708	2,317
Time.	2,817	3,207	2,507	2,333	3,632	4,349
Total	6,715	6,884	7,311	7,414	7,468	7,624
Foreign Currency						
Demand	874	952	1,259	1,412	1,061	1,065
Savings.	2,118	2,295	2,967	3,251	2,696	2,454
Time.	3,678	3,641	2,976	3,109	4,215	5,097
Total⁽¹⁾	6,671	6,887	7,202	7,772	7,971	8,598

Note:

1. Figures may not add up to total due to rounding.

Source: HKMA.

The Hong Kong’s banking sector has been resilient with strong capital and liquidity positions. The banking sector is well-positioned to withstand the potential negative impact that may arise from volatility in financial markets and global fund flows. In response to the economic challenges and the COVID-19 pandemic, the HKMA reduced the countercyclical capital buffer (“CCyB”) for Hong Kong to 1.0 per cent. on 16 March 2020 and has kept the CCyB unchanged at this level to allow banks to be more supportive of the domestic economy.

As part of its efforts to further strengthen the resilience of the banking system, the HKMA has made (subject to negative vetting by the LegCo) amendments to the Banking (Capital) Rules (“BCR”) to implement the revised capital standards in the Basel III final reform package and related changes to other rules (i.e. the Banking (Disclosure) Rules, the Banking (Exposure Limits) Rules, and the Banking (Liquidity) Rules), which were published in The Government of the Hong Kong Special Administrative Region Gazette on 29 December 2023. The opportunity has also been taken to incorporate an adjustment to the CCyB framework in the BCR to allow greater flexibility for setting

the CCyB for Hong Kong. The current aim is for the revised standards on CCyB to take effect in Hong Kong on 1 April 2024, and those under the Basel III final reform package on 1 January 2025 (in relation to credit risk, market risk, credit valuation adjustment, operational risk and the output floor requirements).

The Hong Kong banking sector remained sound and resilient, underpinned by strong capital and liquidity buffers. The classified loan ratio increased during the third quarter of 2023, but the asset quality of the banking sector stayed healthy. The delinquency ratio of credit card lending remained low at 0.28 per cent. at the end of September 2023, and the mortgage delinquency ratio remained stable at 0.08 per cent. at the end of December 2023. At the end of 2023, total deposits and total loans and advances of AIs amounted to HK\$16,222 billion and HK\$10,192 billion respectively. As at the end of 2022, total assets amounted to HK\$27,031 billion; while as at the end of 2023, total assets amounted to HK\$27,286 billion.

- (o) *The first, sixth, seventh and eighth paragraphs of the section titled “THE EXCHANGE FUND”, the table titled “INVESTMENT RETURN OF THE EXCHANGE FUND” and the two paragraphs under such table on pages 167, 168 and 169 of the Offering Memorandum shall be deleted in their entirety and replaced with the following.*

THE EXCHANGE FUND

The Exchange Fund, which is under the control of the Financial Secretary, was established by the Exchange Fund Ordinance in 1935. Under the delegated authority of the Financial Secretary and within the terms of the delegation, the HKMA is responsible to the Financial Secretary for the management of the Exchange Fund. Since its establishment in 1935, the Exchange Fund has held the backing to the banknotes issued in Hong Kong. In 1976, the backing for coins issued and the bulk of the foreign currency assets held in the HKSAR Government’s General Revenue Account were also transferred to the Exchange Fund. As at 31 December 2023, the Exchange Fund had total assets of HK\$4,017.8 billion and an accumulated surplus of HK\$652.4 billion.

Apart from ensuring that the fund meets its statutory roles, the HKMA actively manages the fund’s assets. Based on the audited financial statements for the year ended 31 December 2022, the Exchange Fund recorded an investment loss of HK\$205.4 billion (mainly comprising losses on bonds of HK\$53.2 billion, losses on equities of HK\$80.5 billion (with losses of HK\$61.0 billion from foreign equities, and losses of HK\$19.5 billion from Hong Kong equities), a negative currency translation effect of HK\$40.0 billion on non-Hong Kong dollar assets and losses of HK\$31.7 billion on other investments held by the investment-holding subsidiaries of the Exchange Fund, but excluding valuation changes in the Strategic Portfolio. After deducting all expenses and fees, the accumulated surplus of the Exchange Fund stood at HK\$556.4 billion. Based on the unaudited figures for the year ended 31 December 2023, the Exchange Fund recorded an investment income of HK\$212.7 billion (mainly comprising gains on bonds of HK\$144.0 billion, gains on equities of HK\$57.7 billion (with gains of HK\$73.2 billion from foreign equities, and losses of HK\$15.5 billion from Hong Kong equities), a negative currency translation effect of HK\$0.5 billion on non-Hong Kong dollar assets and gains of HK\$11.5 billion on other investments held by the investment-holding subsidiaries of the Exchange Fund, but excluding valuation changes in the Strategic Portfolio).

The Exchange Fund recorded an investment return of 5.2 per cent. in 2023. The average return was 3.3 per cent. over the past five years, from 2019 to 2023.

The investment return of the Exchange Fund for 2022 and 2023, as well as the compounded annual investment return and domestic inflation rate, as measured by the compounded annual Hong Kong composite CPI, for the period from 1994 to 2023 are set out in the table below:

INVESTMENT RETURN OF THE EXCHANGE FUND⁽¹⁾

	2022	2023 (Unaudited)⁽²⁾	Compounded Annual Investment Return (1994-2023)	Compounded Annual Hong Kong Composite CPI (1994-2023)⁽²⁾
Investment return in Hong Kong dollar terms	-4.5%	5.2%	4.5%	2.1%

Notes:

1. Investment return calculation excludes the holdings in the Strategic Portfolio.
2. The return includes the performance of Long-Term Growth Portfolio up to the end of September 2023.
3. Composite CPI is calculated based on the 2019/2020-based CPI series.

Source: HKMA.

As at 31 December 2023, the Exchange Fund’s assets amounted to HK\$4,017.8 billion.

The accumulated surplus of the Exchange Fund (the “**Accumulated Surplus**”) is the total net profit earned by the Exchange Fund over the years. Accordingly, when a loss is incurred in the use of the Exchange Fund, it can be offset with the Accumulated Surplus. The Accumulated Surplus as at 31 December 2023, 2022, 2021, 2020 and 2019 were HK\$652.4 billion, HK\$556.4 billion, HK\$805.9 billion, HK\$842.4 billion and HK\$748.7 billion, respectively.

(p) *The section titled “FINANCIAL RESULTS FOR THE PERIOD ENDED 31 OCTOBER 2023” on page 179 of the Offering Memorandum shall be deleted in its entirety and replaced with the following.*

FINANCIAL RESULTS FOR THE PERIOD ENDED 30 NOVEMBER 2023

Expenditure for the eight months ended 30 November 2023 amounted to HK\$472.3 billion and revenue for the same period amounted to HK\$241.6 billion, resulting in a cumulative financial year-to-date deficit of HK\$164.1 billion after taking into account the proceeds of HK\$66.6 billion received from issuance of green bonds under the GGB Programme.

The cumulative financial year-to-date deficit for the period was mainly due to the fact that some major types of revenue, including salaries and profits taxes, are mostly received towards the end of a financial year.

The fiscal reserves stood at HK\$670.7 billion as at 30 November 2023.

(q) The tables titled “CONSOLIDATED ACCOUNT” on pages 179 to 181 of the Offering Memorandum shall be deemed to be deleted in its entirety and replaced with the following.

CONSOLIDATED ACCOUNT⁽¹⁾

	Month ended	For the eight months	
	30 November	ended 30 November	
	2023	2022	2023
	(HK\$ millions)		
Revenue	67,205.7	236,928.3	241,580.1
Expenditure	(58,402.5)	(527,240.7)	(472,271.4)
Surplus/(Deficit) ⁽²⁾	8,803.2	(270,312.4)	(164,059.3)
Financing			
Domestic			
Banking Sector ⁽³⁾	(8,129.3)	270,200.3	159,284.9
Non-Banking Sector	(673.9)	112.1	4,774.4
External	–	–	–
Total	(8,803.2)	270,312.4	164,059.3

Notes:

1. This account consolidates the General Revenue Account and the following eight funds: Capital Works Reserve Fund, Capital Investment Fund, Civil Service Pension Reserve Fund, Disaster Relief Fund, Innovation and Technology Fund, Land Fund, Loan Fund and Lotteries Fund. It excludes the Bond Fund, the balance of which is not part of the fiscal reserves. The Bond Fund balance as at 30 November 2023 was HK\$297,571 million.
2. The figures for the eight months ended 30 November 2022 and 30 November 2023 have taken into account the proceeds of HK\$20,000.0 million and HK\$66,632.0 million respectively received from issuance of green bonds under the GGB Programme.
3. Includes transactions with the Exchange Fund and resident banks.

	As at 30 November	
	2022	2023
	(HK\$ millions)	
Government Debt	74,755 ⁽¹⁾	188,208 ⁽²⁾
Debts Guaranteed by Government ⁽³⁾	137,906	147,586 ⁽³⁾

Notes:

1. These were the Green Bonds (equivalent to HK\$74,755 million as at 30 November 2022) issued under the GGB Programme. They were denominated in U.S. dollars (U.S.\$4,500 million with maturity from May 2024 to February 2051), euros (1,750 million euros with maturity from November 2026 to November 2041), Renminbi (RMB5,000 million with maturity from November 2024 to November 2026) and Hong Kong dollars (HK\$20,000 million with maturity in May 2025). They do not include the outstanding bonds with nominal value of HK\$218,967 million and alternative bonds with nominal value of U.S.\$1,000 million (equivalent to HK\$7,813 million as at 30 November 2022) issued under the GB Programme (with proceeds credited to the Bond Fund). Of these bonds under the GB Programme (including Silver Bonds with nominal value of HK\$88,667 million, which may be redeemed before maturity upon request from bond holders), bonds with nominal value of HK\$42,300 million will mature within the period from December 2022 to November 2023 and the rest within the period from December 2023 to May 2042.

2. These were the Green Bonds (equivalent to HK\$188,208 million as at 30 November 2023) issued under the GGB Programme. They were denominated in U.S. dollars (U.S.\$9,750 million with maturity from May 2024 to January 2053), euros (4,500 million euros with maturity from January 2025 to November 2041), Renminbi (RMB30,000 million with maturity from November 2024 to June 2033) and Hong Kong dollars (HK\$40,800 million with maturity from February 2024 to October 2026). They do not include the outstanding bonds with nominal value of HK\$256,990 million and alternative bonds with nominal value of U.S.\$1,000 million (equivalent to HK\$7,804 million as at 30 November 2023) issued under the GB Programme (with proceeds credited to the Bond Fund). Of these bonds under the GB Programme (including Silver Bonds with nominal value of HK\$138,990 million, which may be redeemed before maturity upon request from bond holders), bonds with nominal value of HK\$84,250 million will mature within the period from December 2023 to November 2024 and the rest within the period from December 2024 to May 2042.
3. Includes guarantees provided under the SME Loan Guarantee Scheme launched in 2001, the Special Loan Guarantee Scheme launched in 2008, the SME Financing Guarantee Scheme launched in 2012 and a commercial loan of the Hong Kong Science and Technology Parks Corporation.

	Month ended 30 November	For the eight months ended 30 November	
	2023	2022	2023
		(HK\$ millions)	
Fiscal Reserves at start of period	661,927.3	957,128.4	834,789.8
Consolidated Surplus/(Deficit) ⁽¹⁾	8,803.2	(270,312.4)	(164,059.3)
Fiscal Reserves at the end of period	670,730.5⁽²⁾	686,816.0⁽³⁾	670,730.5⁽²⁾

Notes:

1. The figures for the eight months ended 30 November 2022 and 30 November 2023 have taken into account the proceeds of HK\$20,000.0 million and HK\$66,632.0 million respectively received from issuance of green bonds under the GGB Programme.
2. Includes HK\$307,544 million, being the balance of the Land Fund held in the name of “Future Fund”, for long-term investments initially up to 31 December 2030. The Future Fund also includes HK\$4,800 million, being one-third of the actual surplus in 2015-16 as top-up.
3. Includes HK\$257,366 million being the balance of the Land Fund held in the name of “Future Fund”, for long-term investments initially up to 31 December 2025. The Future Fund also includes HK\$4,800 million, being one-third of the actual surplus in 2015-16 as top-up.

(r) *The following paragraph shall be inserted after the second paragraph on page 101 under the sub-section titled “Key Economic Events from 2018 to 2023” of the Offering Memorandum.*

The Hong Kong economy continued to revive in the fourth quarter of 2023, with inbound tourism and private consumption remaining the key drivers. According to the advance estimates, real GDP grew by 4.3 per cent. in the fourth quarter of 2023 over a year earlier, after increasing by 4.1 per cent. in the preceding quarter. On a seasonally adjusted quarter-to-quarter basis, real GDP rose by 0.5 per cent. in the fourth quarter, further to 0.3 per cent. growth in the preceding quarter.

For 2023 as a whole, real GDP resumed growth of 3.2 per cent., following a contraction of 3.7 per cent. in 2022. Exports of services staged a strong rebound, thanks to the revival of visitor arrivals after the resumption of normal travel with the Mainland and the rest of the world. Private consumption expenditure turned to a notable increase after the removal of anti-epidemic measures, supported by rising household income and the HKSAR Government’s various initiatives. Overall investment expenditure reverted to growth in tandem with the economic recovery. Yet, total exports of goods fell further amid the challenging external environment.

- (s) The table titled “Rate of Change in Real GDP by Main Expenditure Component” and the two paragraphs under such table on pages 103 and 104 of the Offering Memorandum shall be deemed to be deleted in their entirety and be replaced with the following.

Rate of Change in Real GDP by Main Expenditure Component

	For the year ended 31 December					Q1	Q2	Q3	Q4	
	2018	2019	2020	2021 ⁽²⁾	2022 ⁽²⁾	2023 ⁽³⁾	2023 ⁽²⁾	2023 ⁽²⁾	2023 ⁽²⁾	2023 ⁽³⁾
	(year-on-year percentage change)									
Private consumption expenditure	5.3	(0.8)	(10.6)	5.6	(2.2)	7.4	12.7	7.8	6.2	3.5
Government consumption expenditure	4.2	5.1	7.9	5.9	8.0	(4.3)	1.3	(9.7)	(4.0)	(5.2)
Gross domestic fixed capital formation	1.7	(14.9)	(11.1)	8.3	(7.4)	10.6	8.6	(1.9)	21.8	15.7
Export of goods ⁽¹⁾	3.5	(5.5)	(1.4)	18.7	(14.0)	(10.3)	(19.0)	(15.1)	(8.7)	2.8
Exports of services ⁽¹⁾	4.6	(9.6)	(34.8)	3.4	(0.5)	21.2	16.6	23.0	23.2	22.1
Imports of goods ⁽¹⁾	4.7	(8.2)	(3.2)	17.2	(13.2)	(8.5)	(14.8)	(16.0)	(6.1)	3.9
Imports of services ⁽¹⁾	2.8	0.1	(32.2)	2.5	(1.2)	26.0	20.5	26.9	28.9	27.4
Gross Domestic Product	2.8	(1.7)	(6.5)	6.5	(3.7)	3.2	2.9	1.5	4.1	4.3

Notes:

1. Figures are compiled based on the change of ownership principle in recording goods sent abroad for processing and merchanting under the standards stipulated in the System of National Accounts 2008. The figures of exports and imports of goods are different from those external merchandise trade statistics which are not compiled based on the change of ownership principle. Besides, imports and exports of goods are valued on f.o.b. basis, instead of on c.i.f. basis.
2. Revised figures. In Hong Kong, the first released figures on GDP by expenditure component in respect of a period are called “advance estimates”. When more data become available, the figures will be revised. All those figures published subsequently, after the estimates, are called “revised figures”. These “revised figures” are still subject to further regular revision later on when more data are incorporated. This routine revision is in accordance with the international practice to compile and release GDP figures at the earliest possible time by using only partial data. In general, the figures are finalised when finalised data from all regular sources are incorporated.
3. Advance estimates.

Source: Census and Statistics Department.

Hong Kong’s real GDP grew by 2.8 per cent. in 2018. In 2019, Hong Kong’s real GDP contracted by 1.7 per cent., the first annual decline since 2009. In 2020, the Hong Kong economy contracted by 6.5 per cent., the sharpest annual decline on record. In 2021, Hong Kong’s real GDP expanded by 6.5 per cent., the fastest pace since 2010. After a visible expansion in 2021, Hong Kong’s real GDP contracted by 3.7 per cent. in 2022. In 2023, real GDP resumed growth of 3.2 per cent.

Private consumption expenditure (“PCE”) fell by 0.8 per cent. in real terms in 2019, marking its first annual decline since 2003. PCE recorded the steepest ever annual decline of 10.6 per cent. in real terms in 2020, and rose appreciably by 5.6 per cent. in 2021, thanks to the receding local epidemic, improving labour market situation and the roll-out of the Consumption Voucher Scheme, though outbound tourism remained severely hindered. In 2022, domestic demand was dampened first by the fifth wave of the local epidemic and then the tightened financial conditions in 2022, with PCE decreasing by 2.2 per cent. in real terms for the year as a whole. In 2023, PCE turned to a notable increase of 7.4 per cent. after the removal of anti-epidemic measures, and supported by rising household income and the HKSAR Government’s various initiatives. Government consumption expenditure (“GCE”) rose by 5.9 per cent. in real terms in 2021 and 8.0 per cent. in real terms in 2022, and decreased by 4.3 per cent. in 2023. Overall investment spending, as represented by gross domestic fixed capital formation (“GDFCF”), bounced back by 8.3 per cent. year-on-year in real terms in 2021. GDFCF decreased by 7.4 per cent. in real terms in 2022, and reverted to growth of 10.6 per cent. in real terms in 2023.

SUBSCRIPTION AND SALE

The sections titled “Subscription and Sale – Summary of Subscription Agreement” and “Subscription and Sale – Notice to Capital Market Intermediaries and Prospective Investors pursuant to Paragraph 21 of the Hong Kong SFC Code of Conduct – Important Notice to CMI (including Private Banks)” of the Offering Memorandum shall be deleted in its entirety and replaced with the following.

SUMMARY OF SUBSCRIPTION AGREEMENT

Subject to the terms and on the conditions contained in a subscription agreement dated 6 February 2024 (the “**Subscription Agreement**”) between the Issuer and the Joint Lead Managers, the Issuer has agreed to sell Notes to the Joint Lead Managers, who have agreed, on a several and not joint basis, to subscribe and pay for, or to procure subscribers to subscribe for, the DN Notes in the Aggregate Nominal Amount indicated in the following table.

	Nominal amount of the USD DN Notes to be subscribed	Nominal amount of the EUR DN Notes to be subscribed	Nominal amount of the CNY DN Notes to be subscribed	Nominal amount of the HKD DN Notes to be subscribed
	U.S.\$	EUR	CNY	HK\$
Bank of China (Hong Kong) Limited . . .	33,333,000	13,333,000	250,000,000	333,500,000
Crédit Agricole Corporate and Investment Bank	33,334,000	13,334,000	250,000,000	333,500,000
Goldman Sachs (Asia) L.L.C.	33,333,000	13,333,000	250,000,000	333,500,000
The Hongkong and Shanghai Banking Corporation Limited	33,334,000	13,334,000	250,000,000	333,500,000
Industrial and Commercial Bank of China (Asia) Limited	33,333,000	13,333,000	250,000,000	333,000,000
UBS AG Hong Kong Branch	33,333,000	13,333,000	250,000,000	333,000,000
Total	200,000,000	80,000,000	1,500,000,000	2,000,000,000

The Issuer will pay each Joint Lead Manager a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the DN Notes. The Subscription Agreement entitles the Joint Lead Managers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

The relevant Joint Lead Managers and certain of their respective affiliates may have performed certain investment banking and advisory services for the Issuer and/or its affiliates from time to time for which they have received customary fees and expenses and may, from time to time, engage in transactions with and perform services for the Issuer and/or its affiliates in the ordinary course of their business.

The relevant Joint Lead Managers and certain of their respective affiliates may place orders for, purchase and be allocated Notes for asset management and/or proprietary purposes and not with a view to distribution (and such order, purchase and allocation may represent a substantial or significant portion of the total orders or total amount of Notes issued). The relevant Joint Lead Managers or certain of their respective affiliates may also enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to the DN Notes and/or other securities of the Issuer at the

same time as the offer and sale of the DN Notes or in secondary market transactions. Such transactions would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the DN Notes to which this Supplement relates (notwithstanding that such selected counterparties may also be purchasers of the DN Notes).

If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Joint Lead Managers or any affiliate of the Joint Lead Managers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Joint Lead Manager or its affiliate on behalf of the Issuer in such jurisdiction.

**NOTICE TO CAPITAL MARKET INTERMEDIARIES AND PROSPECTIVE INVESTORS
PURSUANT TO PARAGRAPH 21 OF THE HONG KONG SFC CODE OF CONDUCT –
IMPORTANT NOTICE TO CMIS (INCLUDING PRIVATE BANKS)**

This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for this offering and are subject to additional requirements under the SFC Code.

Prospective investors who are the directors, employees or major shareholders (where applicable) of the Issuer, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuer, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the DN Notes. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the Issuer or any CMI (including its group companies) and inform the Joint Lead Managers accordingly.

CMIs are informed that the marketing and investor targeting strategy for this offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions set out elsewhere in this Supplement.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the relevant Notes (except for omnibus orders where underlying investor information may need to be provided to any OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place “X-orders” into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMIs (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer. In addition, CMIs (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the DN Notes.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Joint Lead Managers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the DN Notes, private banks should disclose, at the same time, if such order is placed other than on a “principal” basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a “principal” basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a “principal” basis may require the relevant affiliated Joint Lead Manager(s) (if any) to categorise it as a proprietary order and apply the “proprietary orders” requirements of the SFC Code to such order and will result in that private bank not being entitled to, and not being paid, any rebate.

In relation to omnibus orders, when submitting such orders, CMIs (including private banks) that are subject to the SFC Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). Underlying investor information in relation to omnibus orders should consist of:

- The name of each underlying investor;
- A unique identification number for each investor;
- Whether an underlying investor has any “Associations” (as used in the SFC Code);
- Whether any underlying investor order is a “Proprietary Order” (as used in the SFC Code);
- Whether any underlying investor order is a duplicate order.

Underlying investor information in relation to omnibus order should be sent to: dcm@bochk.com; DCM-HK@ca-cib.com; Andrew.k.chan@gs.com; constantine.wong@gs.com; hk_syndicate_omnibus@hsbc.com.hk; tiantian.li@icbcasia.com; lisixuan.hester@icbcasia.com; linziying.lavinia@icbcasia.com; qiruixiao.tracy@icbcasia.com and sh-asia-ccs-dcm-filing@ubs.com.

To the extent information being disclosed by CMIs and investors is personal and/or confidential in nature, CMIs (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to any OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to any OCs. By submitting an order and providing such information to any OCs, each CMI (including private banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by any OCs and/or any other third parties as may be required by the SFC Code, including to the Issuer, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for this offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in this offering. The Joint Lead Managers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMIs (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including private banks) are required to provide the relevant Joint Lead Manager with such evidence within the timeline requested.

GENERAL INFORMATION

The subsections titled “General Information – Clearing Systems” and “General Information – Documents Available for Inspection” in the Offering Memorandum shall be deleted in its entirety and replaced with the following.

CLEARING AND SETTLEMENT SYSTEM AND THE PLATFORM

The USD DN Notes have been accepted for clearance through the CMU under CMU Instrument number ORNGGB24001. The ISIN of the USD DN Notes is HK0000963279. The Common Code of the USD DN Notes is 270895433. The EUR DN Notes have been accepted for clearance through the CMU under CMU Instrument number ORNGGB24002. The ISIN of the EUR DN Notes is HK0000963287. The Common Code of the EUR DN Notes is 270905668. The CNY DN Notes have been accepted for clearance through the CMU under CMU Instrument number ORNGGB24003. The ISIN of the CNY DN Notes is HK0000963295. The Common Code of the CNY DN Notes is 270909540. The HKD DN Notes have been accepted for clearance through the CMU under CMU Instrument number ORNGGB24004. The ISIN of the HKD DN Notes is HK0000976420. The Common Code of the HKD DN Notes is 273572139. The DLT Platform Operator will operate the Platform, which will serve as an extension of the CMU, for the DN Notes (and in particular for, including but not limited to, the issuance, settlement, transfer, redemption and cancellation of the DN Notes). The DN Notes will be issued in dematerialised book entry form and shall be validly issued when (i) the DNN Deed of Covenant has been duly executed and delivered in accordance therein and (ii) the initial recording of such Aggregate Nominal Amount has been duly recorded in one or more Digital Token Accounts by the DLT Platform Operator in the Platform Record in accordance with the Platform Related Documentation and the relevant procedures of the DLT Platform Operator, in each case in a nominal amount of at least and in accordance with the minimum Specified Denomination as specified in the relevant Pricing Supplement.

Legal title to a DN Note shall pass upon the debiting of record of such DN Note from the relevant transferor Noteholder’s Digital Token Account and corresponding crediting to the transferee Noteholder’s Digital Token Account in the Platform Record, in accordance with the Conditions, the Platform Related Documentation and the relevant procedures of the DLT Platform Operator. The DLT Platform Operator will provide certain functions throughout the life of the DN Notes, in particular for, including but not limited to, their issuance, settlement, transfer, redemption and cancellation.

DOCUMENTS AVAILABLE FOR INSPECTION

For so long as the DN Notes remain outstanding, copies (and English translations where the documents in question are not in English) of the following documents will be available in physical/electronic form, at all reasonable times during usual business hours (being between 9:00 a.m. and 3:00 p.m. on a business day) on any weekday (Saturdays, Sundays and public holidays excepted), for inspection by a Noteholder following prior written request and with proof of holding and identity satisfactory to the Fiscal Agent at the office of the Fiscal Agent (subject, in the case of all the documents listed below other than the DNN Agency Agreement, to the Fiscal Agent having first been provided with copies of the same by the Issuer):

- the DNN Deed of Covenant;
- the DNN Agency Agreement;
- the Offering Memorandum together with this Supplement and any further amendments and supplements thereto (if any) with regard to the DN Notes and each Pricing Supplement; and

- the documents incorporated by reference into the Offering Memorandum. For the avoidance of doubt, the Platform Related Documentation is not incorporated by reference into nor do they form a part of the Offering Memorandum or this Supplement.

NO SIGNIFICANT CHANGE

Except as disclosed in the Offering Memorandum and this Supplement, there has been no significant change in the financial or trading position of the Issuer since 31 March 2023.

ISSUER

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Financial Services Branch
Financial Services and the Treasury Bureau
24/F, Central Government Offices
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JOINT GLOBAL COORDINATORS, JOINT LEAD MANAGERS AND JOINT BOOKRUNNERS

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Central
Hong Kong

Crédit Agricole Corporate and Investment Bank
30th Floor
Two Pacific Place
88 Queensway
Hong Kong

Goldman Sachs (Asia) L.L.C.
68/F, Cheung Kong Centre
2 Queen's Road Central
Hong Kong

The Hongkong and Shanghai Banking Corporation Limited
Level 17, HSBC Main Building
1 Queen's Road Central
Hong Kong

Industrial and Commercial
Bank of China (Asia) Limited
28/F, ICBC Tower
3 Garden Road
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UBS AG Hong Kong Branch
52/F Two International Finance Centre
8 Finance Street
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PLATFORM PROVIDER

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