

HSBC HOLDINGS PLC  
Form 424B2  
May 10, 2018  
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Filed Pursuant to Rule 424(b)(2)  
Registration No. 333-223191

**The information in this preliminary prospectus supplement is incomplete and may be changed. This preliminary prospectus supplement and the accompanying prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**SUBJECT TO COMPLETION DATED MAY 10, 2018**

**PRELIMINARY PROSPECTUS SUPPLEMENT**

(To prospectus dated February 23, 2018)

**HSBC HOLDINGS PLC**

\$ % Fixed Rate/Floating Rate Senior Unsecured Notes due

\$ Floating Rate Senior Unsecured Notes due

We are offering \$ principal amount of % Fixed Rate/Floating Rate Senior Unsecured Notes due (the Fixed/Floating Rate Notes ) and \$ principal amount of Floating Rate Senior Unsecured Notes due (the Floating Rate Notes ). The Notes (as defined below) will be issued pursuant to the indenture dated as of August 26, 2009 (as amended or supplemented from time to time), as amended and supplemented by a sixth supplemental indenture, which is expected to be entered into on May , 2018 (the indenture, together with the sixth supplemental indenture, the Indenture ). The Notes means either the Fixed/Floating Rate Notes or the Floating Rate Notes, as applicable.

From (and including) the issue date to (but excluding) , , we will pay interest semi-annually in arrear on the Fixed/Floating Rate Notes on and of each year, beginning on , 2018, at a rate of % per annum. Thereafter, we will pay interest quarterly in arrear on the Notes on , , and , beginning on , , at a floating rate equal to the three-month U.S. dollar London interbank offered rate ( LIBOR ), plus % per annum. The Fixed/Floating Rate Notes will mature on , .

We will pay interest quarterly in arrear on the Floating Rate Notes on , , and of each year, beginning on , 2018, at a floating rate equal to the three-month LIBOR, plus % per annum. The Floating Rate Notes will mature on , .

If LIBOR ceases to be calculated or administered for publication, the Independent Financial Adviser (as defined herein) or, if we are unable to appoint the Independent Financial Adviser or if the Independent Financial Adviser fails to determine an alternative rate prior to the relevant date, we may select an Alternative Base Rate (as defined herein) and the manner in which the floating interest rate is calculated or determined may be varied, as described in this prospectus supplement.

We may redeem the Fixed/Floating Rate Notes and the Floating Rate Notes on \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_, respectively, in each case in whole (but not in part) at 100% of their principal amount plus any accrued and unpaid interest to (but excluding) the date of redemption.

We may redeem the Notes in whole (but not in part) at 100% of their principal amount plus any accrued and unpaid interest to (but excluding) the date of redemption upon the occurrence of certain tax events as described in this prospectus supplement and the accompanying prospectus.

Upon the occurrence of a Loss Absorption Disqualification Event (as defined herein), the events of default and defaults under the Notes will be varied as described in this prospectus supplement.

**By its acquisition of the Notes, each noteholder (which, for these purposes, includes each beneficial owner) will acknowledge, accept, consent and agree, notwithstanding any other term of the Notes, the Indenture or any other agreements, arrangements or understandings between us and any noteholder, to be bound by (a) the effect of the exercise of any UK bail-in power (as defined herein) by the relevant UK resolution authority (as defined herein); and (b) the variation of the terms of the Notes or the Indenture, if necessary, to give effect to the exercise of any UK bail-in power by the relevant UK resolution authority. No repayment or payment of Amounts Due (as defined below) will become due and payable or be paid after the exercise of any UK bail-in power by the relevant UK resolution authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise. For these purposes, Amounts Due are the principal amount of, and any accrued but unpaid interest, including any Additional Amounts (as defined herein), on, the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any UK bail-in power by the relevant UK resolution authority. See *Description of the Notes Agreement with Respect to the Exercise of UK Bail-in Power*. Moreover, each noteholder (which, for these purposes, includes each beneficial owner) will consent to the exercise of the UK bail-in power as it may be imposed without any prior notice by the relevant UK resolution authority of its decision to exercise such power with respect to the Notes.**

**By its acquisition of the Notes, each noteholder (which, for these purposes, includes each beneficial owner) will acknowledge, accept, consent and agree to be bound by the Independent Financial Adviser's or our determination of the Alternative Base Rate, the Alternative Screen Page (as defined herein) and any Floating Rate Calculation Changes (as defined herein), including as may occur without any prior notice from us and without the need for us to obtain any further consent from such noteholder.**

**By its acquisition of the Notes, each noteholder (which, for these purposes, includes each beneficial owner) will acknowledge, accept, consent and agree to be bound by the variation of the events of default and defaults on the occurrence of a Loss Absorption Disqualification Event (including as may occur without any prior notice from us), without the need for us to obtain any further consent from such noteholder. See *Description of the Notes Events of Default and Defaults*.**

**By its acquisition of the Notes, each noteholder (which, for these purposes, includes each beneficial owner), to the extent permitted by the Trust Indenture Act of 1939, as amended, will waive any and all claims, in law and/or in equity, against The Bank of New York Mellon, London Branch, as trustee, for, agree not to initiate a suit against the trustee in respect of, and agree that the trustee will not be liable for, (i) any action that the trustee takes, or abstains from taking, in either case in accordance with the exercise of the UK bail-in power by**

**the relevant UK resolution authority with respect to the Notes or (ii) in connection with the variation of the events of default and defaults on the occurrence of a Loss Absorption Disqualification Event.**

Application will be made to list the Notes on the New York Stock Exchange. Trading on the New York Stock Exchange is expected to begin within 30 days of the initial delivery of the Notes.

**The Notes are not deposit liabilities of HSBC Holdings plc and are not covered by the United Kingdom Financial Services Compensation Scheme or insured by the US Federal Deposit Insurance Corporation or any other governmental agency of the United Kingdom, the United States or any other jurisdiction.**

**Investing in the Notes involves certain risks. See Risk Factors beginning on Page S-15.**

Unless otherwise defined, terms that are defined in *Description of the Notes* beginning on page S-26 have the same meaning when used on this cover page.

**Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the related prospectus. Any representation to the contrary is a criminal offense.**

	Per Fixed/ Floating Rate Note	Total	Per Floating Rate Note	Total
Public Offering Price <sup>(1)</sup>	%	\$	%	\$
Underwriting Discount	%	\$	%	\$
Proceeds to us (before expenses)	%	\$	%	\$

(1) Plus accrued interest, if any, from May , 2018.

We may use this prospectus supplement and the accompanying prospectus in the initial sale of the Notes. In addition, HSBC Securities (USA) Inc. or another of our affiliates may use this prospectus supplement and the accompanying prospectus in a market-making transaction in any of these Notes after their initial sale. In connection with any use of this prospectus supplement and the accompanying prospectus by HSBC Securities (USA) Inc. or another of our affiliates, unless we or our agent informs the purchaser otherwise in the confirmation of sale, you may assume this prospectus supplement and the accompanying prospectus are being used in a market-making transaction.

The underwriters expect to deliver the Notes to purchasers in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants, including Clearstream Banking S.A. and Euroclear Bank SA/NV on or about May , 2018.

***Sole Book-Running Manager***

**HSBC**

The date of this prospectus supplement is May , 2018.

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**We are responsible for the information contained and incorporated by reference in this prospectus supplement, the accompanying prospectus and in any related free-writing prospectus we prepare or authorize. We have not authorized anyone to give you any other information, and we take no responsibility for any other information that others may give you. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should not assume that the information appearing in this prospectus supplement, the accompanying prospectus and in any related free-writing prospectus we prepare or authorize, as well as information we have previously filed with the Securities and Exchange Commission (the SEC) and incorporated by reference, is accurate as of any date other than their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.**

The distribution of this prospectus supplement and the accompanying prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. This prospectus supplement and the accompanying prospectus do not constitute an offer, or an invitation on our behalf or on behalf of the underwriters or any of them, to subscribe to or purchase any of the Notes, and may not be used for or in connection with an offer or solicitation by anyone, in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

**In connection with the issue of the Notes, HSBC Securities (USA) Inc. or any person acting for it may over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on HSBC Securities (USA) Inc. or any agent of it to do this. Any stabilization may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after we receive the proceeds of the issue and 60 days after the date of the allotment of any Notes. Such stabilization, if commenced, may be effected on any stock exchange, over-the-counter market or otherwise, in accordance with all applicable laws and rules.**

You should not invest in the Notes unless you have the knowledge and expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes due to the likelihood of an exercise of the UK bail-in power and the impact this investment will have on your overall investment portfolio. Prior to making an investment decision, you should consider carefully, in light of your own financial circumstances and investment objectives, all the information contained in this prospectus supplement and the accompanying prospectus and incorporated by reference herein and therein.

This document is for distribution only to persons who (i) have professional experience in matters relating to investments and who fall within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the Financial Promotion Order), (ii) are persons falling within Article 49(2)(a) to (d) (high net worth companies, unincorporated associations etc.) of the Financial Promotion Order, (iii) are outside the United Kingdom (UK) or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as relevant persons). This document is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

This prospectus supplement has been prepared on the basis that any offer of the Notes in any Member State of the European Economic Area (the EEA) will be made pursuant to an exemption under the Prospectus Directive from the requirement to produce a prospectus for offers of the Notes. Accordingly, any person making or intending to make an

offer in that Member State of the Notes which are the subject of an offering contemplated in this prospectus supplement as completed by final terms in relation to the offer of those Notes

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may only do so in circumstances in which no obligation arises for us or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither we nor any of the underwriters have authorized, nor do we or any of the underwriters authorize, the making of any offer of the Notes in circumstances in which an obligation arises for us or the underwriters to publish a prospectus for such offer. Neither we nor the underwriters have authorized, nor do we authorize, the making of any offer of the Notes through any financial intermediary, other than offers made by the underwriters, which constitute the final placement of the Notes contemplated in this prospectus supplement. The expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU), and includes any relevant implementing measure in any Member State.

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**CERTAIN DEFINITIONS AND PRESENTATION OF FINANCIAL AND OTHER DATA**

**Definitions**

As used in this prospectus supplement and the accompanying prospectus, the terms *HSBC Holdings*, *we*, *us* and *our* refer to HSBC Holdings plc. *HSBC Group* and *HSBC* mean HSBC Holdings together with its subsidiary undertakings.

As used in this prospectus supplement: (i) the *Notes* means either the Fixed/Floating Rate Notes or the Floating Rate Notes, as applicable; (ii) an *Interest Determination Date* means either a Floating Rate Period Interest Determination Date or a FRN Interest Determination Date, as applicable; (iii) an *Interest Reset Date* means either a Floating Rate Period Interest Reset Date or a FRN Interest Reset Date, as applicable; (iv) the *Initial Interest Rate* means either the Fixed/Floating Initial Interest Rate or the FRN Initial Interest Rate, as applicable; (v) an *Interest Period* means either a Floating Rate Interest Period or a FRN Interest Period, as applicable; and (vi) the *Margin* means either the Floating Rate Period Margin or the FRN Margin, as applicable.

**Presentation of Financial Information**

The consolidated financial statements of HSBC Group have been prepared in accordance with International Financial Reporting Standards ( *IFRSs* ), as issued by the International Accounting Standards Board (the *IASB* ) and as endorsed by the European Union ( *EU* ). EU-endorsed IFRSs could differ from IFRSs as issued by the IASB, if, at any point in time, new or amended IFRSs were to be endorsed by the EU. As of December 31, 2017, there were no unendorsed standards effective for the year ended December 31, 2017 affecting our consolidated financial statements included in our Annual Report on Form 20-F for the year ended December 31, 2017 filed with the SEC on February 20, 2018 (the *2017 Form 20-F* ), and there was no difference between IFRSs endorsed by the EU and IFRSs issued by the IASB in terms of their application to HSBC. Accordingly, HSBC's financial statements for the year ended December 31, 2017 were prepared in accordance with IFRSs as issued by the IASB.

We use the US dollar as our presentation currency in our consolidated financial statements because the US dollar and currencies linked to it form the major currency bloc in which we transact and fund our business.

With the exception of the capital ratios presented under *HSBC Holdings plc*, the financial information presented in this document has been prepared in accordance with IFRSs as issued by the IASB and as endorsed by the EU. See *Where You Can Find More Information About Us*.

**Currency**

In this prospectus supplement, all references to (i) US dollars, *US\$*, *dollars* or *\$* are to the lawful currency of the United States of America, (ii) *sterling* or *pounds sterling* are to the lawful currency of the UK and (iii) *are* are to the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended.

**LIMITATIONS ON ENFORCEMENT OF US LAWS AGAINST US, OUR MANAGEMENT AND OTHERS**

We are an English public limited company. Most of our directors and executive officers (and certain experts named in this prospectus supplement and the accompanying prospectus or in documents incorporated herein by reference) are resident outside the United States, and a substantial portion of our assets and the assets of such persons are located outside the United States. As a result, it may not be possible for you to effect service of

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process within the United States upon these persons or to enforce against them or us in US courts judgments obtained in US courts predicated upon the civil liability provisions of the federal securities laws of the United States. We have been advised by our English solicitors, Cleary Gottlieb Steen & Hamilton LLP, that there is doubt as to enforceability in the English courts, in original actions or in actions for enforcement of judgments of US courts, of liabilities predicated solely upon the federal securities laws of the United States. In addition, awards of punitive damages in actions brought in the United States or elsewhere may not be enforceable in the UK. The enforceability of any judgment in the UK will depend on the particular facts of the case in effect at the time.

**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS**

This prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein contain both historical and forward-looking statements. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements. Forward-looking statements may be identified by the use of terms such as believes, expects, estimate, may, intends, plan, will, should, potential, reasonably possible negative thereof or similar expressions, or by discussions of strategy. These forward-looking statements include statements relating to: implementation and exercise of the UK bail-in powers; our plan to issue additional senior debt securities; and listing of the Notes. We have based the forward- looking statements on current expectations and projections about future events. These forward-looking statements are subject to risks, uncertainties and assumptions about us, as described under Cautionary statement regarding forward-looking statements contained in the 2017 Form 20-F. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed herein might not occur. You are cautioned not to place undue reliance on any forward-looking statements, which speak only as of their dates. Additional information, including information on factors which may affect HSBC s business, is contained in the 2017 Form 20-F and the Form 6-K furnished to the SEC on May 4, 2018 (furnishing our earnings release for the three-month period ended March 31, 2018) (the 2018 Q1 Earnings Release ).

**WHERE YOU CAN FIND MORE INFORMATION ABOUT US**

We have filed with the SEC a registration statement on Form F-3 (No. 333-223191) (the Registration Statement ) under the Securities Act of 1933, as amended (the Securities Act ), with respect to the Notes offered by this prospectus supplement. As permitted by the rules and regulations of the SEC, this prospectus supplement and the accompanying prospectus omit certain information, exhibits and undertakings contained in the Registration Statement. For further information with respect to us or the Notes, please refer to the Registration Statement, including its exhibits and the financial statements, notes and schedules filed as a part thereof. Statements contained in this prospectus supplement and the accompanying prospectus as to the contents of any contract or other document are not necessarily complete, and in each instance reference is made to the copy of such contract or document filed as an exhibit to the Registration Statement, each such statement being qualified in all respects by such reference. In addition, we file with the SEC annual reports and special reports, proxy statements and other information. You may read and copy any document we file at the SEC s public reference room at 100 F Street, N.E., Room 1580, Washington, DC 20549. Please call the SEC at (800) SEC-0330 for further information on the public reference room. Documents filed with the SEC are also available to the public on the SEC s internet site at <http://www.sec.gov>.

We are incorporating by reference in this prospectus supplement and the accompanying prospectus the information in the documents that we file with the SEC, which means we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus supplement and the accompanying prospectus. Each document incorporated by reference is current only as of the date of such document, and the incorporation by reference of such documents will not create any implication that there has been no change in our affairs since the date thereof or that the information

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contained therein is current as of any time subsequent to its date. The information incorporated by reference is considered to be a part of this prospectus supplement and should be read with the same care. When we update the information contained in documents that have been incorporated by reference by making future filings with the SEC, the information incorporated by reference in this prospectus supplement is considered to be automatically updated and superseded. In the case of a conflict or inconsistency between information contained in this prospectus supplement and information incorporated by reference into this prospectus supplement, you should rely on the information contained in the document that was filed later. We incorporate by reference in this prospectus supplement and the accompanying prospectus the 2017 Form 20-F, the Form 6-K furnished to the SEC on February 27, 2018 (furnishing the IFRS 9 transition report), the Form 6-K furnished to the SEC on April 20, 2018 (furnishing the changes to our articles of association and the corresponding amendments to certain registration statements on Form F-3, including the Registration Statement) and the 2018 Q1 Earnings Release.

In addition, all documents filed by us with the SEC pursuant to Sections 13(a), 13(c) or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), and, to the extent expressly stated therein, certain reports on Form 6-K furnished by us after the date of this prospectus supplement will also be deemed to be incorporated by reference in this prospectus supplement and the accompanying prospectus from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this prospectus supplement and the accompanying prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus supplement and the accompanying prospectus and to be a part hereof from the date of filing of such document.

You may request a copy of these documents at no cost to you by writing or telephoning us at either of the following addresses:

Group Company Secretary HSBC Holdings plc

8 Canada Square

London E14 5HQ

United Kingdom

Tel: +44-20-7991-8888

HSBC Holdings plc

c/o HSBC Bank USA, National Association

452 Fifth Avenue

New York, New York, 10018

Attn: Company Secretary

Tel: +1-212-525-5000



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*The following summary highlights information contained elsewhere in this prospectus supplement and the accompanying prospectus. This summary is not complete and does not contain all of the information that may be important to you. You should read the entire prospectus supplement and the accompanying prospectus, including the financial statements and related notes incorporated by reference herein, before making an investment decision. Terms which are defined in Description of the Notes included in this prospectus supplement beginning on page S-26 have the same meaning when used in this summary.*

<b>Issuer</b>	HSBC Holdings plc.
<b>Securities Offered</b>	<p>% Fixed Rate/Floating Rate Senior Unsecured Notes due in an aggregate principal amount of \$ (such series of notes, the Fixed/Floating Rate Notes ).</p> <p>Floating Rate Senior Unsecured Notes due in an aggregate principal amount of \$ (such series of notes, the Floating Rate Notes ).</p>
<b>Issue Date</b>	May , 2018.
<b>Terms Specific to the Fixed/Floating Rate Notes:</b>	
<b>Interest</b>	<p>From (and including) the issue date to (but excluding) , (the Fixed Rate Period ), interest on the Fixed/Floating Rate Notes will be payable at a rate of % per annum (the Fixed/Floating Initial Interest Rate ).</p> <p>From (and including) , (the Floating Rate Period ), the interest rate on the Fixed/Floating Rate Notes will be equal to the three-month U.S. dollar London interbank offered rate ( LIBOR ), as determined on the applicable Floating Rate Period Interest Determination Date (as defined below), plus % per annum (the Floating Rate Period Margin ). The interest rate on the Fixed/Floating Rate Notes will be reset quarterly on each Floating Rate Period Interest Reset Date (as defined below).</p>
<b>Interest Payment Dates</b>	During the Fixed Rate Period, interest on the Fixed/Floating Rate Notes will be payable semi-annually in arrear on and of each year, beginning on , 2018.

During the Floating Rate Period, interest on the Fixed/Floating Rate Notes will be payable quarterly in arrear on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, beginning on \_\_\_\_\_, \_\_\_\_\_ (each, a Floating Rate Period Interest Payment Date ).

**Floating Rate Interest Reset Dates**

\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, beginning on \_\_\_\_\_, \_\_\_\_\_ (each, a Floating Rate Period Interest Reset Date ).

**Floating Rate Interest Periods**

During the Floating Rate Period, the period beginning on (and including) a Floating Rate Period Interest Payment Date and ending \_\_\_\_\_

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on (but excluding) the next succeeding Floating Rate Period Interest Payment Date (each, a Floating Rate Interest Period ); *provided* that the first Floating Rate Interest Period will begin on , and will end on (but exclude) the first Floating Rate Period Interest Payment Date.

**Floating Rate Interest Determination Dates**

The second London banking day preceding the applicable Floating Rate Period Interest Reset Date (each, a Floating Rate Period Interest Determination Date ).

London banking day means any day on which dealings in U.S. dollars are transacted in the London interbank market.

**Optional Redemption**

We may redeem the Fixed/Floating Rate Notes in whole (but not in part) in our sole discretion on , at a redemption price equal to 100% of their principal amount plus any accrued and unpaid interest to (but excluding) the date of redemption. See *Risk Factors* We may redeem the Notes on the optional redemption dates and for certain tax reasons.

**Maturity Date**

*Terms Specific to the Floating Rate Notes:*

The Fixed/Floating Rate Notes will mature on , .

**Interest**

The initial interest rate on the Floating Rate Notes for the first Interest Period (as defined below) will be equal to the three-month LIBOR, as determined on , 2018 (which will be the second London banking day preceding the issue date), plus % per annum (the FRN Initial Interest Rate ). Thereafter, the interest rate on the Floating Rate Notes for any FRN Interest Period will be LIBOR, as determined on the applicable FRN Interest Determination Date (as defined below), plus % per annum (the FRN Margin ). The interest rate on the Floating Rate Notes will be reset quarterly on each FRN Interest Reset Date (as defined below).

**Interest Payment Dates**

Interest on the Floating Rate Notes will be payable quarterly in arrear on , , and of each year, beginning on , 2018 (each, a FRN Interest Payment Date ).

**Interest Reset Dates**

Every , , and of each year, beginning on , (each, a FRN Interest Reset Date ); *provided*

that the interest rate in effect from (and including) \_\_\_\_\_, 2018 to (but excluding) the first FRN Interest Reset Date will be the FRN Initial Interest Rate.

**Interest Periods**

The period beginning on (and including) a FRN Interest Payment Date and ending on (but excluding) the next succeeding FRN Interest Payment Date (each, a FRN Interest Period ); *provided* that the first FRN Interest Period will begin on \_\_\_\_\_, 2018 and will end on (but exclude) the first FRN Interest Payment Date.

**Interest Determination Dates**

The second London banking day preceding the applicable Interest Reset Date (each, a FRN Interest Determination Date ).

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London banking day means any day on which dealings in U.S. dollars are transacted in the London interbank market.

**Optional Redemption**

We may redeem the Floating Rate Notes in whole (but not in part) in our sole discretion on \_\_\_\_\_, \_\_\_\_\_ at a redemption price equal to 100% of their principal amount plus any accrued and unpaid interest to (but excluding) the date of redemption. See *Risk Factors We may redeem the Notes on the optional redemption dates and for certain tax reasons.*

**Maturity Date**

***Terms Applicable to each Series of Notes:***

The Floating Rate Notes will mature on \_\_\_\_\_, \_\_\_\_\_.

**Calculation Agent**

HSBC Bank USA, National Association, or its successor appointed by us, pursuant to a calculation agent agreement expected to be entered into on May \_\_\_\_\_, 2018.

**Calculation of U.S. Dollar LIBOR**

LIBOR will be determined by the calculation agent in accordance with the following provisions:

(1) With respect to any Interest Determination Date, LIBOR will be the rate (expressed as a percentage per annum) for deposits in U.S. dollars having a maturity of three months commencing on the related Interest Reset Date that appears on Reuters Page LIBOR01 (or such other page as may replace such page on Reuters or such other information service or source, in each case, as may be nominated by the person providing or sponsoring the information appearing on such page for purposes of displaying comparable rates) (the relevant screen page) as of 11:00 a.m., London time, on that Interest Determination Date. If no such rate appears, then LIBOR, in respect of that Interest Determination Date, will be determined in accordance with the provisions described in (2) and (3) below.

(2) With respect to an Interest Determination Date on which no rate appears on the relevant screen page, subject to the provisions described in (3) below, the calculation agent will request the principal London offices of each of four major

reference banks in the London interbank market (which may include affiliates of the underwriters), as selected and identified by us (the London Reference Banks ), to provide its offered quotation (expressed as a percentage per annum) for deposits in U.S. dollars for the period of three months, commencing on the related Interest Reset Date, to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that Interest Determination Date, and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. If at least two quotations are provided, then LIBOR on that Interest Determination Date will be the arithmetic mean of those quotations. If fewer than two quotations are provided, then LIBOR on the Interest Determination Date will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., in the City of New York, on the Interest Determination Date by three major banks in the City of New York (which may include affiliates of the underwriters), as

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selected and identified by us (together with the London Reference Banks, the Reference Banks ), for loans in U.S. dollars to leading European banks, for a period of three months, commencing on the related Interest Reset Date, and in a principal amount that is representative for a single transaction in U.S. dollars in that market at that time. If at least two such rates are so provided, LIBOR on the Interest Determination Date will be the arithmetic mean of such rates. If fewer than two such rates are so provided, LIBOR on the Interest Determination Date will be LIBOR in effect with respect to the immediately preceding Interest Determination Date or, in the case of the Interest Determination Date prior to the first Interest Reset Date, the Initial Interest Rate.

(3) Notwithstanding clause (2) above, with respect to an Interest Determination Date on which no rate appears on the relevant screen page, if we (in consultation with the calculation agent) determine that LIBOR has ceased to be published on the relevant screen page as a result of LIBOR ceasing to be calculated or administered for publication thereon, we will use reasonable efforts to appoint an Independent Financial Adviser to determine the Alternative Base Rate and the Alternative Screen Page by no later than five business days prior to the Interest Determination Date relating to the next succeeding Interest Period (the Interest Determination Cut-off Date ). If we are unable to appoint an Independent Financial Adviser, or if the Independent Financial Adviser fails to determine the Alternative Base Rate and the Alternative Screen Page prior to the Interest Determination Cut-off Date, we will determine the Alternative Base Rate and the Alternative Screen Page for such Interest Period; *provided* that if we do not determine the Alternative Base Rate and the Alternative Screen Page prior to the Interest Determination Date for such Interest Period, the interest rate for such Interest Period will be equal to the interest rate in effect for the immediately preceding Interest Period or, in the case of the first Interest Period, the Initial Interest Rate.

If the Independent Financial Adviser or we determine the Alternative Base Rate, the Independent Financial Adviser or we, as applicable, may also, following consultation with the calculation agent, make changes to the day count fraction, the business day convention, the definition of business day, the remaining Interest Determination Dates and any method for obtaining the substitute or successor base rate if the Alternative Base Rate or the Alternative Screen Page is unavailable on the relevant Interest Determination Date or otherwise, in each case in order to follow market practice, as well as any other changes (including to the Margin) that we, following consultation with the Independent Financial Adviser (if appointed), determine in good faith are reasonably necessary to ensure the proper operation of the Alternative Base Rate, as well as the comparability of the interest rate determined by reference to

the Alternative Base Rate to the interest rate determined by reference to LIBOR (the Floating Rate Calculation Changes ). Any Floating Rate Calculation Changes will apply to the Notes for all future Interest Periods.

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We will promptly give notice of the determination of the Alternative Base Rate, the Alternative Screen Page and any Floating Rate Calculation Changes to the trustee, the paying agent, the calculation agent and the noteholders; *provided* that failure to provide such notice will have no impact on the effectiveness of, or otherwise invalidate, any such determination.

**Alternative Base Rate** means the rate that has replaced LIBOR in customary market usage for determining floating interest rates in respect of bonds denominated in U.S. dollars or, if the Independent Financial Adviser or we (in consultation with the calculation agent and acting in good faith and a commercially reasonable manner), as applicable, determine that there is no such rate, such other rate as the Independent Financial Adviser or we (in consultation with the calculation agent and acting in good faith and a commercially reasonable manner), as applicable, determine in its or our sole discretion is most comparable to LIBOR. If the Alternative Base Rate is determined, such Alternative Base Rate will be the Alternative Base Rate for the remaining Interest Periods.

**Alternative Screen Page** means the alternative screen page, information service or source on which the Alternative Base Rate appears (or such other page, information service or source as may replace the alternative screen page, information service or source, in each case, as may be nominated by the person providing or sponsoring the information appearing on such page for purposes of displaying comparable rates).

**Independent Financial Adviser** means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by us at our own expense.

**Agreement with Respect to the Alternative Base Rate**

By its acquisition of the Notes, each noteholder (which, for these purposes, includes each beneficial owner) (i) will acknowledge, accept, consent and agree to be bound by the Independent Financial Adviser's or our determination of the Alternative Base Rate, the Alternative Screen Page and any Floating Rate Calculation Changes, including as may occur without any prior notice from us and without the need for us to obtain any further consent from such noteholder, (ii) will waive any and all claims, in law and/or in equity, against the trustee, the paying agent and the calculation agent for, agree not to initiate a suit against the trustee, the paying agent and the calculation agent in respect of, and agree that none of the trustee, the paying agent or the calculation agent will be liable for, the determination of or the failure to determine any Alternative

Base Rate, the Alternative Screen Page, and any Floating Rate Calculation Changes and any losses suffered in connection therewith and (iii) will agree that none of the trustee, the paying agent or the calculation agent will have any obligation to determine any Alternative Base Rate, the Alternative Screen Page and any Floating Rate Calculation Changes (including

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any adjustments thereto), including in the event of any failure by us to determine any Alternative Base Rate, the Alternative Screen Page and any Floating Rate Calculation Changes.

**Redemption by Noteholders**

The Notes are not redeemable at the option of the noteholders at any time.

**Tax Event Redemption**

We may redeem the Notes in whole (but not in part) in our sole discretion upon the occurrence of certain tax events. See *Risk Factors Risks Relating to the Notes We may redeem the Notes on the optional redemption dates and for certain tax reasons*. The redemption price will be equal to 100% of their principal amount plus any accrued and unpaid interest to (but excluding) the date of redemption. See *Description of Debt Securities Redemption* in the accompanying prospectus.

**Redemption Conditions**

Any redemption of the Notes is subject to the regulatory consent described under *Description of the Notes Redemption*.

Any redemption of the Notes will be subject to our giving prior notice to the noteholders as described under *Description of Debt Securities Redemption* in the accompanying prospectus.

**Events of Default and Defaults**

Upon the occurrence of a Loss Absorption Disqualification Event (as defined under *Description of the Notes Loss Absorption Disqualification Event* ) you will lose the right to request the trustee to declare the principal amount and accrued but unpaid payments with respect to the Notes to be due and payable in the case of non-payment of principal or interest on the Notes after a 30-day grace period. After such event, payment of the principal amount of the Notes will be accelerated only upon certain events of a winding-up, as described under *Description of the Notes Events of Default and Defaults After a Loss Absorption Disqualification Event*.

By its acquisition of the Notes, each noteholder (which, for these purposes, includes each beneficial owner) will acknowledge, accept, consent and agree to be bound by the variation of the events of default and defaults on the occurrence of a Loss Absorption Disqualification Event, including as may occur without any prior notice from us and without the need for us to obtain any further consent from such noteholder. See *Description of the Notes Events of Default and Defaults*.

**Agreement with Respect to the Exercise of UK Bail-in Power** By its acquisition of the Notes, each noteholder (which, for these purposes, includes each beneficial owner) will acknowledge, accept, consent and agree, notwithstanding any other term of the Notes, the Indenture or any other agreements, arrangements or understandings between us and any noteholder, to be bound by (a) the effect of the exercise of any UK bail-in power (as defined under *Description of the Notes Definitions* ) by the relevant UK resolution authority (as defined under *Description of the Notes Definitions* ); and (b) the

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variation of the terms of the Notes or the Indenture, if necessary, to give effect to the exercise of any UK bail-in power by the relevant UK resolution authority. No repayment or payment of Amounts Due (as defined below) will become due and payable or be paid after the exercise of any UK bail-in power by the relevant UK resolution authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise. For these purposes,

Amounts Due are the principal amount of, and any accrued but unpaid interest, including any Additional Amounts (as defined below), on, the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any UK bail-in power by the relevant UK resolution authority. See *Description of the Notes Agreement with Respect to the Exercise of UK Bail-in Power*.

Moreover, each noteholder (which, for these purposes, includes each beneficial owner) will consent to the exercise of the UK bail-in power as it may be imposed without any prior notice by the relevant UK resolution authority of its decision to exercise such power with respect to the Notes.

**Payment of Additional Amounts**

We will pay additional amounts in respect of the Notes, in the circumstances described under *Description of the Notes Additional Amounts*.

**Ranking**

The Notes will constitute our direct, unsecured obligations and rank *pari passu* with our other senior indebtedness, and the Notes will rank equally and ratably without any preference among themselves. Senior indebtedness will not include any indebtedness that is expressed to be subordinated to or *pari passu* with subordinated debt securities. See *Description of Debt Securities Senior Debt Securities Defaults and Events of Default* in the accompanying prospectus.

**Form of Notes**

The Notes will be issued in the form of one or more global securities registered in the name of the nominee for, and deposited with, The Depository Trust Company ( DTC ). See *Description of Debt Securities Form, Settlement and Clearance* in the accompanying prospectus.

**Trading through DTC, Clearstream Luxembourg and Euroclear**

Initial settlement for the Notes will be made in immediately available funds. Secondary market trading between DTC participants will occur in the ordinary way in accordance with DTC's rules and will be settled in immediately available funds using DTC's Same-Day Funds Settlement System. Secondary market trading between Clearstream Banking S.A. in

Luxembourg ( Clearstream Luxembourg ) customers and/or Euroclear Bank SA/NV ( Euroclear ) participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream Luxembourg and Euroclear and will be settled using the procedures applicable to conventional eurobonds in immediately available funds.

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<b>Listing</b>	Application will be made to list the Notes on the New York Stock Exchange in accordance with its rules.
<b>Sinking Fund</b>	There will be no sinking fund for the Notes.
<b>Trustee</b>	We will issue the Notes under the indenture dated August 26, 2009 (as amended or supplemented from time to time), as supplemented and amended by a sixth supplemental indenture, which is expected to be entered into on May , 2018, with The Bank of New York Mellon, London Branch, as trustee (the indenture, together with the fifth supplemental indenture, the Indenture ).
<b>Paying Agent</b>	HSBC Bank USA, National Association, or its successor appointed by us pursuant to the Indenture.
<b>Use of Proceeds</b>	We will use the net proceeds from the sale of the Notes for general corporate purposes.
<b>Conflicts of Interest</b>	HSBC Securities (USA) Inc. is an affiliate of HSBC Holdings, and, as such, the offering is being conducted in compliance with FINRA Rule 5121, as administered by the Financial Industry Regulatory Authority ( FINRA ).
<b>Minimum Denominations</b>	The Notes will be issued only in registered form in minimum denominations of \$200,000 and in integral multiples of \$1,000 in excess thereof.
<b>Business Day</b>	A day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England, and in New York City, New York.
<b>Governing Law</b>	The Indenture and the Notes will be governed by, and construed in accordance with, the laws of the State of New York. Any legal proceedings arising out of, or based upon, the Indenture or the Notes may be instituted in any state or federal court in the Borough of Manhattan in New York City, New York.

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*An investment in the Notes involves significant risk. Accordingly, you should consider carefully all of the information set forth in, or incorporated by reference into, this prospectus supplement and the accompanying prospectus, including the section entitled Risk Factors, before you decide to invest in the Notes. Terms which are defined in Description of the Notes included in this prospectus supplement beginning on page S-26 have the same meaning when used in this section.*

**Risks Relating to HSBC's Business**

For information on risks relating to HSBC's business, you should read the risks described in the 2017 Form 20-F, including the section entitled *Risk factors* on pages 98 through 106 and Note 34 (*Legal proceedings and regulatory matters*) to the consolidated financial statements included therein on pages 280 through 286, which is incorporated by reference in this prospectus supplement, and/or similar disclosure in subsequent filings incorporated by reference in this prospectus supplement.

**Risks Relating to the Notes**

***Under the terms of the Notes, you will agree to be bound by the exercise of any UK bail-in power by the relevant UK resolution authority.***

You will agree to be bound by the exercise of any UK bail-in power (as defined under *Description of the Notes Definitions* ) and you should consider the risk that you may lose all of your investment, including the principal amount plus any accrued interest, if the UK bail-in power is acted upon or that any remaining outstanding Notes or securities into which the Notes are converted, including our ordinary shares, may be of little value at the time of conversion and thereafter (as described under *Risks Relating to the Notes The Notes are the subject of the UK bail-in power, which may result in your Notes being written down to zero or converted into other securities, including unlisted equity securities* ).

Specifically, by your acquisition of the Notes, you (which, for these purposes, includes each beneficial owner) will acknowledge, accept, consent and agree, notwithstanding any other term of the Notes, the Indenture or any other agreements, arrangements or understandings between us and you, to be bound by (a) the effect of the exercise of any UK bail-in power by the relevant UK resolution authority (as defined under *Description of the Notes Agreement with Respect to the Exercise of UK Bail-in Power* ); and (b) the variation of the terms of the Notes or the Indenture, if necessary, to give effect to the exercise of any UK bail-in power by the relevant UK resolution authority. No repayment or payment of Amounts Due (as defined under *Description of the Notes Agreement with Respect to the Exercise of UK Bail-in Power* ) will become due and payable or be paid after the exercise of any UK bail-in power by the relevant UK resolution authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise. Moreover, you (which, for these purposes, includes each beneficial owner) will consent to the exercise of the UK bail-in power as it may be imposed without any prior notice by the relevant UK resolution authority of its decision to exercise such power with respect to the Notes. For more information, see *Description of the Notes Agreement with Respect to the Exercise of UK Bail-in Power*.

***The Notes are the subject of the UK bail-in power, which may result in your Notes being written down to zero or converted into other securities, including unlisted equity securities.***

On January 1, 2015, the UK Banking Act 2009, as amended (the *Banking Act* ), and other primary and secondary legislative instruments were amended to give effect to the BRRD (as defined under *Description of the*

*Notes Definitions* ) in the UK. The stated aim of the BRRD is to provide supervisory authorities, including the relevant UK resolution authority, with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimize taxpayers contributions to bank bail-outs and/or exposure to losses.

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As the parent company of a UK bank, we are subject to the Banking Act, which gives wide powers in respect of UK banks and their parent and other group companies to Her Majesty's Treasury ( HM Treasury ), the Bank of England (the BoE ), the UK Prudential Regulation Authority (the PRA ) and the Financial Conduct Authority (the FCA ) in circumstances where a UK bank has encountered or is likely to encounter financial difficulties.

As a result, the Notes are subject to existing UK bail-in powers under the Banking Act and may be subject to future UK bail-in powers under existing or future legislative and regulatory proposals, including measures implementing the BRRD. In particular, the Banking Act was amended to implement a bail-in tool, which may be exercised by the BoE (as a relevant UK resolution authority) and forms part of the UK bail-in power.

Where the conditions for resolution exist, the BoE may use the bail-in tool (individually or in combination with other resolution tools) to cancel all or a portion of the principal amount of, or interest on, certain unsecured liabilities of a failing financial institution and/or convert certain debt claims into another security, including ordinary shares of the surviving entity. In addition, the BoE may use the bail-in tool to, among other things, replace or substitute the issuer as obligor in respect of debt instruments, modify the terms of debt instruments (including altering the maturity (if any) and/or the amount of interest payable and/or imposing a temporary suspension on payments) and discontinue the listing and admission to trading of financial instruments. The BoE must apply the bail-in tool in accordance with a specified preference order. In particular, the Banking Act requires resolution authorities to write-down or convert debts in the following order: (i) additional Tier 1 instruments, (ii) Tier 2 instruments, (iii) other subordinated claims that do not qualify as additional Tier 1 or Tier 2 instruments and (iv) eligible senior claims. Although the bail-in tool has a safeguard designed to leave no creditor worse off than in the case of insolvency, due to the discretion afforded to the BoE, the claims of some creditors whose claims would rank equally with yours may be excluded from being subject to the bail-in tool. The greater number of such excluded creditors there are, the greater the potential impact of the bail-in tool on other creditors who have not been excluded (which may include you).

As a result, the Notes, which are subject to the bail-in tool, will be written down or converted to common equity if the reduction of additional Tier 1 instruments, Tier 2 instruments and subordinated claims that do not qualify as an additional Tier 1 or Tier 2 instrument, does not sufficiently reduce the aggregate amount of liabilities that must be written down or converted to prevent the HSBC Group's failure.

Moreover, to the extent the UK