

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

台灣積體電路製造股份有限公司
(Exact name of registrant as specified in its charter)

Taiwan Semiconductor Manufacturing Company Limited
(Translation of registrant's name into English)

<p style="text-align: center;">Republic of China (State or other jurisdiction of incorporation or organization)</p>	<p style="text-align: center;">Not Applicable (I.R.S. Employer Identification No.)</p>
<p style="text-align: center;">No. 8, Li-Hsin Road 6 Hsinchu Science Park Hsinchu, Taiwan Republic of China (Address of Principal Executive Offices)</p>	<p style="text-align: center;">Not Applicable (Zip Code)</p>

Taiwan Semiconductor Manufacturing Company Limited
Global Employee Stock Purchase Plan
(Full title of the plan)

TSMC North America
2851 Junction Avenue
San Jose, CA 95134, USA
(Name and address of agent for service)

(408) 382-8000
(Telephone number, including area code, of agent for service)

Copies to:

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer <input checked="" type="checkbox"/>	Accelerated filer <input type="checkbox"/>
Non-accelerated filer <input type="checkbox"/>	Smaller reporting company <input type="checkbox"/>
	Emerging growth company <input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

Taiwan Semiconductor Manufacturing Company Limited (the “**Company**” or the “**Registrant**”) has filed with the Securities and Exchange Commission (the “**Commission**”) this registration statement on Form S-8 (this “**Registration Statement**”) to register under the Securities Act of 1933, as amended (the “**Securities Act**”) 25,000,000 common shares, par value NT\$10.00 each (the “**Common Shares**”), of the Company, which are represented by 5,000,000 American Depositary Shares (“**ADSs**”) (each ADS represents five Common Shares) that may be purchased pursuant to the Taiwan Semiconductor Manufacturing Company Limited Global Employee Stock Purchase Plan (the “**ESPP**”). The ESPP provides that ADSs will be purchased by the administrator of the ESPP for the accounts of the participants on the open market. The ESPP does not provide for such shares to be issued by the Company out of its authorized and unissued Common Shares.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

* As permitted by Rule 428 under the Securities Act and the Note to Part I of Form S-8, this Registration Statement omits the information specified in Part I of Form S-8. The documents containing the information specified in Part I of this Registration Statement will be sent or given to each participant in the ESPP as may be required by Rule 428(b). Such documents are not required to be and are not being filed with the Commission, either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Company hereby incorporates by reference in this Registration Statement the following:

- The Company's Annual Report on [Form 20-F](#) for the year ended December 31, 2021, filed with the Commission on April 14, 2022 (the "2021 Annual Report"); and
- The description of the Company's Common Shares contained in [Exhibit 2a.1](#) to the 2021 Annual Report, and any other amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement 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 shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable. Because no original issuance Common Shares are to be registered hereunder, no opinion of counsel regarding the legality of the Common Shares being registered hereunder is required.

Item 6. Indemnification of Directors and Officers.

The relationship between the Company and its directors and officers is governed by the R.O.C. Civil Code, R.O.C. Company Law and the Company's Articles of Incorporation. The Company has entered into indemnification agreements with each of its directors. Under these agreements, the Company agreed to indemnify directors against any liabilities and expenses actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, instituted by any third party, arising out of their service as a director, to the fullest extent permitted by law, unless the Company establishes that the director did not act in good faith and, with respect to any criminal proceeding, that the director had reasonable cause to believe that his or her conduct was unlawful. In addition, the Company has obtained directors' and officers' liability insurance.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description of Documents
4.1	Articles of Incorporation of Taiwan Semiconductor Manufacturing Company Limited, as amended and restated on June 8, 2022.
10.1	Taiwan Semiconductor Manufacturing Company Limited Global Employee Stock Purchase Plan.
23.1	Consent of Deloitte & Touche, independent registered accounting firm for the Company.
24.1	Power of Attorney of certain officers and directors (included on the signature page to this Registration Statement).
107	Filing Fee Table.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hsinchu, Taiwan, Republic of China, on the 17th day of June, 2022.

**TAIWAN SEMICONDUCTOR MANUFACTURING
COMPANY LIMITED**

By: /s/ Wendell Huang

Name: Wendell Huang

Title: Vice President and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Wendell Huang as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities set forth below on June 17, 2022.

Signature	Title of Capacities
<hr/> <i>/s/ Mark Liu</i> Name: Mark Liu	Chairman
<hr/> <i>/s/ C.C. Wei</i> Name: C.C. Wei	Vice Chairman and Chief Executive Officer (principal executive officer)
<hr/> <i>/s/ Ming-Hsin Kung</i> Name: Ming-Hsin Kung	Director
<hr/> <i>/s/ F.C. Tseng</i> Name: F.C. Tseng	Director
<hr/> <i>/s/ Sir Peter L. Bonfield</i> Name: Sir Peter L. Bonfield	Independent Director
<hr/> <i>/s/ Kok-Choo Chen</i> Name: Kok-Choo Chen	Independent Director
<hr/> <i>/s/ Michael R. Splinter</i> Name: Michael R. Splinter	Independent Director
<hr/> <i>/s/ Moshe N. Gavriellov</i> Name: Moshe N. Gavriellov	Independent Director
<hr/> <i>/s/ Yancey Hai</i> Name: Yancey Hai	Independent Director
<hr/> <i>/s/ L. Rafael Reif</i> Name: L. Rafael Reif	Independent Director
<hr/> <i>/s/ Wendell Huang</i> Name: Wendell Huang	Vice President and Chief Financial Officer (principal financial officer)
<hr/> <i>/s/ Mingli Weng</i> Name: Mingli Weng	Controller

AUTHORIZED REPRESENTATIVE

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Taiwan Semiconductor Manufacturing Company Limited, has signed this registration statement on June 17, 2022.

TSMC NORTH AMERICA

By: /s/ Steven Schulman

Name: Steven Schulman

Title: Senior Director

**ARTICLES OF INCORPORATION
OF
TAIWAN SEMICONDUCTOR MANUFACTURING
COMPANY LIMITED**

Section I - General Provisions

Article 1

The Corporation shall be incorporated, as a company limited by shares, under the Company Law of the Republic of China, and its name shall be 台灣積體電路製造股份有限公司 in the Chinese language, and Taiwan Semiconductor Manufacturing Company Limited in the English language.

Article 2

The scope of business of the Corporation shall be as follows:

1. Manufacturing and sales of integrated circuits and assembly of other semiconductor devices in wafer form at the order of and pursuant to product design specifications provided by customers.

Provision of packaging and testing services related to the above services.

Providing computer assisted design services and technology for integrated circuits.

Providing mask making and mask design services.

(CC01080 Electronic Parts and Components Manufacturing)

2. Researching, developing, designing, manufacturing and selling LED lighting devices and related applications products and systems.

(CC01080 Electronic Parts and Components Manufacturing)

(CC01040 Electric Wires and Cables Manufacturing)

3. Researching, developing, designing, manufacturing and selling renewable energy and efficiency related technologies and products, including solar cells, solar photovoltaic modules and their related systems and applications.

(CC01080 Electronic Parts and Components Manufacturing)

(IG03010 Energy Technical Services)

(CC01090 Batteries Manufacturing)

4. Selling recycled and processed chemical, metal, plastic and other industrial products, and fertilizer derived from the Corporation's operating activities.

(C801990 Other Chemical Materials Manufacturing)

(C802990 Other Chemical Products Manufacturing)

(CA02990 Other Fabricated Metal Products Manufacturing)

(C805990 Other Plastic Products Manufacturing)

(C801110 Fertilizer Manufacturing)

(CZ99990 Manufacture of Other Industrial Products Not Elsewhere Classified)

Article 3

The Corporation shall have its head office in Hsinchu Science Park, Taiwan, Republic of China, and shall be free, upon approval of government authorities in charge, to set up representative and branch offices at various locations within and without the territory of the Republic of China, wherever and whenever the Corporation deems it necessary or advisable to carry out any or all of its activities.

Article 4

Public announcements of the Corporation shall be made in accordance with the Company Law and other relevant rules and regulations of the Republic of China.

Article 5

The Corporation may provide endorsement and guarantee and act as a guarantor.

Article 6

The total amount of the Corporation's reinvestment shall not be subject to the restriction of not more than forty percent of the Corporation's paid-up capital as provided in Article 13 of the Company Law. Any matters regarding the reinvestment shall be resolved in accordance with the resolutions of the Board of Directors.

Section II - Capital Stock

Article 7

The total capital stock of the Corporation shall be in the amount of 280,500,000,000 New Taiwan Dollars, divided into 28,050,000,000 shares, at ten New Taiwan Dollars each, and may be paid-up in installments.

The Corporation may issue employee stock options from time to time. A total of 500,000,000 shares among the above total capital stock should be reserved for issuing employee stock options.

Where the Corporation issues employee restricted shares, qualified employees of its subsidiaries may be eligible for the granting of such shares.

Article 8

The Corporation may issue shares without printing share certificate(s). If the Corporation decides to print share certificates for shares issued, the Corporation shall comply with relevant provisions of the Company Law and relevant rules and regulations of the Republic of China.

Article 9

The share certificates of the Corporation shall all be name-bearing share certificates, and issued in accordance with the Company Law and relevant rules and regulations of the Republic of China.

Article 10

All transfer of stocks, pledge of rights, loss, succession, gift, loss of seal, amendment of seal, change of address or similar stock transaction conducted by shareholders of the Corporation shall follow the "Guidelines for Stock Operations for Public Companies" unless specified otherwise by law and securities regulations.

Article 11

Registration for transfer of shares shall be suspended sixty (60) days immediately before the date of regular meeting of shareholders, and thirty (30) days immediately before the date of any special meeting of shareholders, or within five (5) days before the day on which dividend, bonus, or any other benefit is scheduled to be paid by the Corporation.

Article 12

Shareholders' meetings of the Corporation are of two types, namely: (1) regular meetings and (2) special meetings. Regular meetings shall be convened, by the Board of Directors, within six (6) months after the close of each fiscal year. Special meetings shall be convened in accordance with the relevant laws, rules and regulations of the Republic of China.

Shareholders' meetings of the Corporation may be held through remote video conferencing, or in other forms as and to the extent permitted by relevant government authorities in charge.

Article 13

All shareholders shall receive notice for the convening of shareholders' meetings, at least thirty (30) days in advance, in case of regular meetings; and at least fifteen (15) days in advance, in case of special meetings. The purpose(s) for convening any such meeting shall be clearly stated in the notices given to the shareholders. Notices shall be in Chinese, and English when necessary.

Article 14

Except as provided in the Company Law of the Republic of China, shareholders' meetings may be held if attended by shareholders in person or by proxy representing more than one half of the total issued and outstanding capital stock of the Corporation, and resolutions shall be adopted at the meeting with the concurrence of a majority of the votes held by shareholders present at the meeting. According to regulatory requirements, shareholders may also vote via an electronic voting system, and those who do shall be deemed as attending the shareholders' meeting in person; electronic voting shall be conducted in accordance with the relevant laws and regulations.

Article 15

Each share of stock shall be entitled to one vote.

Article 16

If a shareholder is unable to attend a meeting, he/she may appoint a representative to attend it, and to exercise, on his/her behalf, all rights at the meeting, in accordance with Article 177 of the Company Law and other relevant laws, rules and regulations. Unless otherwise stipulated by applicable laws or regulations, a representative does not need to be a shareholder of the Corporation.

Article 17

The shareholders' meeting shall be presided over by the Chairman of the Board of Directors of the Corporation. In his absence, either the Vice Chairman of the Board of Directors, or one of the Directors shall preside in accordance with Article 208 of the Company Law.

Article 18

The resolutions of the shareholders' meeting shall be recorded in the minutes, and such minutes shall be signed by or sealed with the chop of the chairman of the meeting. Such minutes, together with the attendance list and proxies, shall be filed and kept at the head office of the Corporation. The minutes shall be drafted in both the Chinese language and the English language.

Section III - Directors

Article 19

The Corporation shall have seven to ten Directors. The Board of Directors is authorized to determine the number of Directors.

The aforesaid Board of Directors must have at least three independent directors.

Article 19-1

For the election of Directors, each share has the same voting rights equal to the number of Directors to be elected, and a shareholder may cast all his/her voting rights to one candidate or among several candidates; those candidates receiving more voting rights shall be elected as Directors.

Directors shall be elected by adopting candidates nomination system as specified in Article 192-1 of the Company Law. The nomination of directors and related announcement shall comply with the relevant regulations of the Company Law and the Securities and Exchange Law. The election of independent directors and non-independent directors shall be held together; provided, however, the number of independent directors and non-independent directors elected shall be calculated separately.

Article 19-2

In compliance with Articles 14-4 of the Securities and Exchange Law, the Corporation shall establish an Audit Committee, which shall consist of all independent directors. The Audit Committee or the members of Audit Committee shall be responsible for those responsibilities of Supervisors specified under the Company Law, the Securities and Exchange Law and other relevant regulations.

Article 20

The term of office for Directors shall be three (3) years, and all Directors shall be eligible for re-election.

Article 21

Except as otherwise provided in the Company Law of the Republic of China, a meeting of the Board of Directors may be held if attended by a majority of total Directors and resolutions shall be adopted with the concurrence of the majority of the Directors present at the meeting.

Article 22

The Directors shall elect from among themselves a Chairman of the Board of Directors, and may elect a Vice Chairman of the Board of Directors, by a majority in a meeting attended by over two-thirds of the Directors. The Chairman shall not have a second or casting vote at any meeting of the Board of Directors. The Chairman of the Board of Directors shall have the authority to represent the Corporation.

Article 23

Except the first Board meeting of every term of the newly elected Board of Directors, which shall be convened by the Director who has received the largest number of votes after such new election, meetings of the Board of Directors shall be convened by the Chairman of the Board of Directors, upon written notice mailed to all the other Directors, at least fourteen days, unless in case of urgent circumstances, prior to the date of the meeting, specifying the date and place of the meeting and its agenda. The meeting of the Board of Directors shall be held at least once every quarter. Such prescribed notices may be waived in writing by any Director, either before or after the meeting. The meetings of the Board of Directors may be convened, at any time, without such prescribed notice in case of urgent circumstances. Notices shall be written in both the Chinese language and the English language. Personal attendance at a meeting will represent a waiver of the notice. Any Director attending the meeting via video conference shall be deemed attending the meeting in person.

Article 24

The Chairman of the Board of Directors shall preside over all meetings of the Board of Directors. In addition, the Chairman shall have the right to execute documents in accordance with the resolutions of the Board of Directors in the name and on behalf of the Corporation as well as acting on behalf of the Board pursuant to Board resolutions and the Corporation's objectives when the Board is not in session. In his absence, the Vice Chairman of the Board of Directors, or any one of the Directors shall be acting for him according to Article 208 of the Company Law.

Article 25

A Director may, by written authorization, appoint another Director to attend on his behalf any meeting of the Board of Directors, and to vote for him on all matters presented at such meeting, but no Director may act as proxy for more than one other Director.

Article 26

The Directors shall exercise their functions by resolutions adopted at meetings of Shareholders and the Board of Directors.

Article 27

In the case that vacancies on the Board of Directors exceed, for any reason, one third of the total number of the Directors, then the Board of Directors shall convene a shareholders' meeting to elect new Directors to fill such vacancies in accordance with relevant laws, rules and regulations. Except for the election of new Directors across the board, the new Directors shall serve the remaining term of the predecessors.

Article 28

The Board of Directors is authorized to determine the salary for the Chairman, Vice Chairman and Directors, taking into account the extent and value of the services provided for the management of the Corporation and the standards of the industry within the R.O.C. and overseas.

Section IV - Management of the Corporation

Article 29

The Corporation may, by resolution of the Board of Directors, appoint one or more Chief Executive Officer, President(s), Vice President(s) or such other officers to meet the Corporation's operational or managerial needs.

The Chief Executive Officer shall cause to be prepared and furnished to the Board of Directors of the Corporation a balance sheet of the Corporation and related statements of income and loss, as of the end of each calendar month, quarter and year. Quarterly statements shall be furnished no more than forty-five (45) days after the end of each quarter, and year-end statements shall be furnished no more than ninety (90) days after the end of each year. Such financial statements shall be prepared in accordance with generally accepted accounting principles applied in the Republic of China on a consistent basis. Such statements shall be accompanied by a certification of the Corporation that such statements have been so prepared. Subject to the policies of the Corporation, the officers as stated in the previous paragraph shall be responsible for the overall control of allocated business and operation of the Corporation and shall make reports to the Board of Directors, and shall also supervise and control day-to-day business and operation of the Corporation in accordance with the policies of the Board of Directors headed by the Chairman. The Vice President-Finance shall have special responsibility for the financial affairs and accounting of the Corporation.

Article 30

The Chief Executive Officer reports to the Board of Directors. The President(s), Vice President(s) and other officers shall perform such duties as designated by the Chief Executive Officer or the Board of Directors.

Article 31

Subject to the provisions of the Company Law of the Republic of China and these Articles of Incorporation, all actions of the Corporation's employees shall be in conformance with, and in furtherance of, the directions of the Board of Directors.

Section V - Financial Reports

Article 32

The fiscal year for the Corporation shall be from January 1 of each year to December 31 of the same year. After the close of each fiscal year, the following reports shall be prepared by the Board of Directors, and submitted to the regular shareholders' meeting for acceptance:

1. Business Report;
2. Financial Statements;
3. Proposal Concerning the Distribution of Earnings or Covering of Losses.

Article 33

The distribution of earnings or the covering of losses may be made on a quarterly basis after the close of each quarter. When the earnings are to be distributed in cash, the distribution shall be approved by the Board of Directors in accordance with Article 228-1 and Paragraph V of Article 240 of the Company Law and reported to the shareholders' meeting, instead of being submitted to the shareholders' meeting for acceptance.

The Corporation shall not pay dividends or bonuses to shareholders when there are no earnings. When allocating the earnings, the Corporation shall first estimate and reserve the taxes to be paid, offset its losses, set aside a legal capital reserve at 10% of the remaining earnings provided that the amount of accumulated legal capital reserve has not reached the amount of the paid-in capital of the Corporation, then set aside a special capital reserve in accordance with relevant laws or regulations or as requested by the authorities in charge.

Before paying dividends or bonuses to shareholders, the Corporation shall set aside not more than 0.3% of its profits of the period for which the Corporation distributes the earnings as compensation to its directors and not less than 1% as profit sharing bonuses to its employees; provided, however, that the Corporation shall have reserved a sufficient amount to offset its accumulated losses. Directors' compensation is governed by the rules set by the Board of Directors; directors who also serve as executive officers of the Corporation are not entitled to receive compensation to directors. Employees' profit sharing bonuses are resolved by a majority vote at a Board of Directors meeting attended by at least two-thirds of the total number of directors and shall be reported to the shareholders' meeting. The Corporation may issue profit sharing bonuses to employees of an affiliated company meeting the conditions set by the Board of Directors or, by the person duly authorized by the Board of Directors.

After the Corporation has set aside the capital reserves pursuant to the second Paragraph of this Article, the balance left over shall be allocated according to the applicable laws and regulations, the relevant rules set forth herein, and the following principles: Earnings may be distributed in total after taking into consideration financial, business and operational factors. Earnings of the Corporation may be distributed by way of cash dividend and/or stock dividend. Since the Corporation is in a capital-intensive industry at the steady growth stage of its business, distribution of earnings shall be made preferably by way of cash dividend. Distribution of earnings may also be made by way of stock dividend, provided however, the ratio for stock dividend shall not exceed 50% of total distribution.

In case there are no earnings for distribution, or the earnings are far less than the earnings actually distributed by the Corporation previously, or considering the financial, business or operational factors of the Corporation, the Corporation may allocate a portion or all of its reserves for distribution in accordance with relevant laws or regulations or the orders of the authorities in charge. When the reserves are to be distributed in cash, the distribution may be approved by the Board of Directors in accordance with Article 241 of the Company Law and reported to the shareholders' meeting, instead of being submitted to the shareholders' meeting for acceptance.

Section VI - Supplementary Provisions

Article 34

The internal organization of the Corporation and the detailed procedures of business operation shall be determined by the Board of Directors.

Article 35

In regard to all matters not provided for in these Articles of Incorporation, the Company Law of the Republic of China shall govern.

Article 36

These Articles of Incorporation are agreed to and signed on December 10, 1986 by all the promoters of the Corporation, and the first Amendment was approved by the shareholders' meeting on April 28, 1987, the second Amendment on November 27, 1989, the third Amendment on May 28, 1991, the fourth Amendment on May 18, 1993, the fifth Amendment on January 28, 1994, the sixth Amendment on May 12, 1995, the seventh Amendment on April 8, 1996, the eighth Amendment on May 13, 1997, the ninth Amendment on May 12, 1998, the tenth Amendment on May 11, 1999, the eleventh Amendment on April 14, 2000, the twelfth Amendment on September 5, 2000, the thirteenth Amendment on May 15, 2001, the fourteenth Amendment on May 7, 2002, the fifteenth Amendment on June 3, 2003, the sixteenth Amendment on December 21, 2004, the seventeenth Amendment on May 10, 2005, the eighteenth Amendment on May 16, 2006, the nineteenth Amendment on May 7, 2007, the twentieth Amendment on June 15, 2010, the twenty-first Amendment on June 12, 2012, the twenty-second Amendment on June 7, 2016, the twenty-third Amendment on June 8, 2017, the twenty-fourth Amendment on June 5, 2018, the twenty-fifth Amendment on June 5, 2019, and the twenty-sixth Amendment on June 8, 2022.

Taiwan Semiconductor Manufacturing Company Limited

Global Employee Stock Purchase Plan

1. General

1.1 **Purpose.** The Taiwan Semiconductor Manufacturing Company Limited Global Stock Purchase Plan (referred to as the “Plan” or the “ESPP”) has been established in order to offer an incentive for Participants (as defined below) to provide an opportunity for the employees of designated subsidiaries of Taiwan Semiconductor Manufacturing Company Limited (the “Company” or “TSMC”) to purchase the Company’s NYSE-listed American Depositary Shares at a discount through voluntary automatic payroll deductions, in order to contribute to a real and sustainable culture of employees as shareholders.

1.2 **Effective Date.** May 10, 2022.

2. Definitions

2.1 “Administrator”: A third party appointed by the Committee to provide administrative services for the Plan.

2.2 “ADS”: An American Depositary Share representing common shares that are traded on the NYSE.

2.3 “Affiliate”: Present or future subsidiary of the Company, where the Company owns directly or indirectly 100% of the subsidiary.

2.4 “Board”: The Board of Directors of the Company.

2.5 “Code”: Internal Revenue Code of 1986, as amended.

2.6 “Committee”: The Chairman of the Company and/or his designee(s).

2.7 “Contribution Account”: The account for crediting Employee Contribution and Employer Contribution for each Participant.

2.8 “Earnings”: A Participant’s regular salary or wages. The Committee shall have the authority to determine and approve all forms of pay to be included in the definition of Earnings and may change the definition on a prospective basis, or adopt different definitions that apply to different Participating Employers.

Regular salary and wages include hourly rate or monthly base salary and shift differential premiums. Any amounts paid to a Participant as compensation for services will not fail to be treated as Earnings under the Plan merely because the compensation is not includible in the Participant’s gross income for tax purposes.

2.9 “Eligible Employee”: Each regular salaried or hourly Employee who is employed by a Participating Employer and with respect to whom salary deductions can be administered, other than an Excluded Employee. For purposes of this Plan, the term “employee” includes only persons treated as such on the Participating Employer’s payroll and personnel records at the time such determination is made. Persons treated by the Participating Employer as contingent workers (including independent contractors, third-party payroll workers, employees of consulting firms and temporary help agencies, even if leased employees within the meaning of Section 414(n)(2) of the Code) at the time of the determination of the person’s status are specifically excluded.

Eligibility status at the time of a determination of a person’s employment status shall not be changed as a result of the retroactive re-classification of the person’s employment status. Therefore, notwithstanding anything else herein to the contrary, any person treated as a contingent worker on the payroll and personnel records of the Participating Employer at the time the determination is made shall in no event be retroactively eligible for participation in the plan during the period covered by such determination.

2.10 “Employee Contribution”: The amount contributed by a Participant to a Participant’s Contribution Account pursuant to this Plan.

2.11 “Employer Contribution”: The amount contributed by a Participating Employer to a Participant’s Contribution Account pursuant to this Plan.

2.12 “Exchange Act”: The U.S. Securities Exchange Act of 1934, as amended, and all rules and regulations thereunder.

2.13 “Excluded Employee”: Those employees of any Participating Employer who shall, from time to time, be ineligible to participate in the Plan, as determined by the Committee in accordance with the terms and conditions of the Plan and as specified herein.

2.14 “Fractional Share”: A fraction of an ADS.

2.15 “NYSE”: New York Stock Exchange.

2.16 “Participant”: An Eligible Employee who has enrolled in the Plan pursuant to procedures set out in the Plan.

- 2.17 “Participating Employer”: Participating Employer includes any Affiliate that is designated by the Board or the Committee from time to time. Participation of a Participating Employer shall terminate automatically if, at any time, the Participating Employer fails to qualify as an “Affiliate.” Notwithstanding anything herein to the contrary, the Board may terminate the participation of any Participating Employer under this Plan at any time, without notice.
- 2.18 “Plan”: This Taiwan Semiconductor Manufacturing Company Limited Global Stock Purchase Plan.
- 2.19 “Purchase Date(s)”: The date (or dates) on which purchases on the open market for the purposes of the Plan are settled, as provided in Section 6.5.
- 2.20 “Purchase Price”: The average price of the ADSs purchased on the Purchase Date(s), as determined in accordance with Section 6.6.
- 2.21 “R.O.C.”: Republic of China, or Taiwan.
- 2.22 “Securities Act”: The U.S. Securities Act of 1933, as amended, and all rules and regulations thereunder.
- 2.23 “Share Account”: A Participant’s accumulated ADSs purchased under the Plan, held by the Administrator.
- 2.24 “Share Purchase Right”: A Participant’s right to apply the cash balance in his or her Contribution Account to the purchase of ADSs in accordance with the terms of the Plan.
- 2.25 “Trading Date”: Each date on which ADSs are traded on the NYSE.

3. Participation

- 3.1 Eligibility. Subject to the other terms and conditions of the Plan, each Eligible Employee may enroll as a Participant upon attaining eligibility as soon as administratively possible.
- 3.2 Enrollment. Only during the “enrollment period(s)” defined by the Committee can Eligible Employees enroll in the Plan. As part of enrollment, each Eligible Employee shall authorize payroll deduction from Earnings, and the payroll deduction will start as soon as administratively possible after the enrollment. Enrollment and payroll deductions shall remain in effect unless changed by the Eligible Employee or otherwise limited under the terms of the Plan.

- 3.3 Changes to Contribution Rate. Once a Participant has enrolled in the Plan, the Participant may make changes to increase or decrease his or her payroll deduction percentage or amount once per calendar year only during the “adjustment period(s)” defined by the Committee, unless approved by the Committee. Such changes will take effect as soon as administratively possible.
- 3.4 Re-hire. A person who returns to active employment with a Participating Employer as an Eligible Employee following termination of employment or Retirement may re-enroll in the Plan as soon as administratively possible following re-hire.

4. Termination of Participation

- 4.1 Voluntary Discontinuance.
- (a) Participants may discontinue payroll deductions by making a request to stop their payroll deductions. This discontinuance in payroll deductions will take effect as soon as administratively possible. Following such discontinuance any balance in the Participant’s Contribution Account shall be used to purchase ADSs at the next Purchase Date.
 - (b) If a Participant discontinues payroll deductions, he or she will be treated as having withdrawn from the Plan. Following such withdrawal, an Eligible Employee may re-enroll in the Plan only during the “re-enrollment period(s)” defined by the Committee.
- 4.2 Employment Termination, Transfer to a Nonparticipating Affiliate or Death. Payroll deductions cease upon employment termination, transfer to the Company or a nonparticipating Affiliate or death of a Participant. Any balance in the Participant’s Contribution Account at that time shall be used to purchase ADSs at the next Purchase Date following such termination.
- 4.3 Unpaid Leave of Absence. Payroll deductions cease when the Participant begins an unpaid leave of absence. The balance credited to the Participant’s Contribution Account shall be used to purchase ADSs on the next Purchase Date following such leave of absence. If an Eligible Employee returns from an unpaid leave of absence, such Eligible Employee may re-enroll in the Plan and payroll deductions will take effect at the Participant’s prior contribution rate as soon as administratively possible, unless otherwise limited under the terms of the Plan.
- 4.4 Vesting. ADSs purchased under the Plan are fully vested on the Purchase Date, unless otherwise approved by the Committee.

4.5 Dissolution, Merger, and Consolidation. Upon dissolution or liquidation of the Company or a Participating Employer, or upon a merger or consolidation of the Company or a Participating Employer in which the Company or the relevant Participating Employer is not the surviving corporation, any balance in an affected Participant's Contribution Account at that time shall be refunded without interest to the Participant as soon as administratively practicable after the effective date of such dissolution, liquidation, merger or consolidation occurs, unless the Committee in its sole discretion determines otherwise.

5. Available Shares

5.1 Available Shares. ADSs available for purchase by Participants under the Plan will be authorized and issued ADSs acquired by the Administrator on behalf of Participants. The acquisition of ADSs shall comply with applicable laws and regulations, including Rule 10b-18 of the Exchange Act, and NYSE rules.

5.2 Fractional Share. Administrator could allocate and post fractional shares to each Participants' Share Account.

6. Purchasing Shares

6.1 Contribution Accounts. Payroll deductions authorized by the Participant shall be credited to the Participant's Contribution Account, without interest. Amounts credited to a Participant's Contribution Account as of a Purchase Date(s) shall be used to purchase ADSs for the Participant on the Purchase Date(s) at the Purchase Price.

6.2 Dividends. The Committee is entitled, in its sole discretion, to determine the manner in which any dividend on any ADSs acquired by a Participant pursuant to this Plan is paid to such Participant. Any dividend to be paid to such Participant in cash shall be reinvested upon their distribution into the Participant's Contribution Account with the net amount (after withholding tax) used to purchase additional ADSs for a Participant at the prevailing market price. For greater certainty, no Employer Contribution shall be made in respect of purchases of ADSs by a Participant using dividends.

6.3 Employee Contributions. Participants may contribute any whole percentage or amount less than or equal to 15 percent of their Earnings (or such other maximum contribution rate as determined by the Committee). The Committee may set a maximum amount that Participants may contribute to their Contribution Accounts during any calendar year.

6.4 Employer Contributions. Each Participating Employer shall contribute to a Participant's Contribution Account in each calendar month such amount so that 15 percent of the Purchase Price for each ADS purchased under the Plan for a Participant is funded by the Employer Contribution. The Committee may, with thirty (30) days' notice to Eligible Employees, change such percentage for the Employer Contribution.

- 6.5 Purchase Date(s). Amounts in a Participant's Contribution Account will be applied by the Administrator to purchase ADSs on the tenth Trading Day of each calendar month, unless otherwise determined by the Committee and Administrator to fit local administrative processes.
- 6.6 Purchase Price. The price at which ADSs are acquired for a Participant under the Plan will be the price at which the ADSs are purchased on the relevant exchange, or if ADSs are acquired at more than one purchase price, the average of these prices.

7. Transfer and Sale of ADSs

- 7.1 Transfer of Shares. Participant may transfer to a private securities account some or all of their ADSs in their Share Account at any time in the manner as prescribed and facilitated by the Administrator from time to time.
- 7.2 Sale of ADSs. Unless otherwise approved by the Committee, a Participant may sell any ADSs purchased under the Plan at any time without restriction, other than as may be restricted by insider trading laws and regulations or internal insider trading rules of Taiwan Semiconductor Manufacturing Company or of the Participating Employer.

8. Amendment and Termination

- 8.1 Amendment. The Board or the Committee may amend the Plan, at any time. Participants will receive timely notice of any amendments to the Plan. No amendment shall be made that adversely affects Participants' entitlements under this Plan with respect to employee contributions which have been made prior to the date of such amendment.
- 8.2 Termination. The Board may suspend or terminate the Plan at any time. If the Plan is suspended or terminated, the Committee shall give notice to affected Participants, terminate all payroll deductions and, at its discretion, apply any balances remaining in Participants' Contribution Accounts to the purchase of ADSs or pay Participants any balances (without interest) remaining in their Contribution Accounts as soon as practicable following the termination of the Plan.

9. General Provisions

- 9.1 Administration. The Committee or his or her designees shall be responsible for the administration of the Plan. The Committee shall have full authority to administer the Plan including authority to:
- (a) establish rules and procedures for Plan administration deemed practically necessary but not inconsistent with the terms of the Plan document (including, but not limited to, rules and procedures pursuant to participation in the Plan by each Participating Employer, which the Company may withhold or debit ADSs held in a Participant's Share Account in an amount (based on the fair market value of such ADSs as of the date such ADSs are withheld or debited) sufficient to cover all expenses incurred in connection with administration of such account, notwithstanding that thereby the balance of ADSs in a Participant's Share Account may be reduced to zero and the Participant's Share Account terminated);
 - (b) interpret terms and provisions of the Plan;
 - (c) determine all questions arising under the Plan, including correction of any defect, omission or inconsistency of the Plan;
 - (d) amend the Plan, including amending the Plan to reflect changes in applicable law; and
 - (e) delegate administrative responsibilities under the Plan, including the responsibility to keep records of individual benefits, but not its power to amend the Plan.
- 9.2 Rights not Transferable. Participants may not transfer Share Purchase Rights granted under the Plan. No Share Purchase Right shall be subject to execution, attachment, or similar process. Any attempt to assign, transfer, attach, or otherwise dispose of any Share Purchase Right shall be null and void and may be treated, at the discretion of the Committee, as notice of voluntary discontinuance under Section 4.1. Share Purchase Rights may be exercised only by the Participant during the Participant's lifetime.
- 9.3 No Contract of Employment. Nothing in the Plan shall be deemed to give any Eligible Employee the right to be retained in the service of the Company or any Participating Employer, or to interfere in any way with the right of the Company or any Participating Employer or to discharge or retire any Eligible Employee at any time.
- 9.4 No Entitlements. Participation in the Plan (including a Participant's right to receive an Employer Contribution) does not affect a Participant's rights under any benefit plan (including any pension scheme) which relates to their employment and in particular (but without limitation) the benefits provided to or in respect of the Participant under the pension scheme are not to be increased as a result of the Participant's participation in the Plan.
- 9.5 Investment Risk. By electing to participate in the Plan, a Participant acknowledges that the purchase of ADSs is associated with risks including but not limited to the risk that the value of the ADSs may decline and that some or all of the capital invested by a Participant may be lost.

- 9.6 Exchange Rate. Neither the Company, the Participating Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between a Participant's local currency and the United States dollar that may affect the value of the ADSs or any amounts due pursuant to the purchase of the ADSs or the subsequent sale of any ADSs purchased under the Plan.
- 9.7 Tax Withholding. Taxable income attributable to the Employer Contribution will be subject to income tax, social insurance liabilities and other applicable withholding and such amounts will be deducted from the Participant's next available paycheck following the purchase of ADSs. Alternative withholding arrangements may be made in unusual circumstances.
- 9.8 Applicable Law. The purchase and delivery of ADSs shall be subject to all applicable laws, regulations, rules and approvals, including, but not limited to, effectiveness of a registration statement under the Securities Act or other applicable laws and regulations, if deemed necessary or appropriate by the Company. The Company and each Participant shall also be subject to any applicable regulations or Company policies on insider dealing, including the Insider Trading Rules of Taiwan Semiconductor Manufacturing Company.

This Plan is intended to comply with the requirements of Rule 10b5-1(c) of the Exchange Act, and this Plan shall be interpreted to comply with such requirements.

- 9.9 Governing Law and Venue. Questions relating to the validity, construction, and administration of the Plan shall be determined under the laws of the California, without regard to principals of conflicts of laws. Any controversies or legal problems arising out of the Plan and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Federal and State courts of Santa Clara County, California.
- 9.10 Severability. If a provision of the Plan is deemed illegal or invalid, the illegality or invalidity shall not affect the remaining parts of the Plan. The Plan shall be construed and enforced as if the illegal or invalid provision had not been included in the Plan.
- 9.11 Languages. In the event that the Plan is translated into other languages, the English version of the Plan will prevail.
- 9.12 Notices. Any notice or other communication in connection with the Plan may be delivered personally or sent by electronic means or post, in the case of a company to its registered office (for the attention of the company secretary), and in the case of an individual to their last known address, or, where the individual is an employee of a Participating Employer, either to their last known address or to the address of the place of business at which the employee performs the whole or substantially the whole of their duties. Where a notice or other communication is given by post, it will be deemed to have been received 72 hours after it was put into the post properly addressed and stamped, and if by electronic means, when the sender receives electronic confirmation of delivery or if not available, 24 hours after sending the notice.

9.13 Data Privacy. As a condition to participating in the Plan, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this Section by and among the Company and its Affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any ADSs held; and participation details, to implement, manage and administer the Plan and Share Purchase Rights (the "Data"). The Company and its Affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company and its Affiliates may transfer the Data to the Administrator and other third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By participating in the Plan, each Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any ADSs. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding the Participant, request additional information about the storage and processing of the Data regarding the Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section in writing, without cost, by contacting the local human resources representative. The Company may cancel Participant's ability to participate in the Plan and, in the Company's discretion, the Participant may forfeit his or her rights to participate in the Plan if the Participant refuses or withdraws the consents in this Section.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated April 14, 2022 relating to the consolidated financial statements of Taiwan Semiconductor Manufacturing Company Limited and subsidiaries (the "Company") and the effectiveness of the Company's internal control over financial reporting, appearing in the Annual Report on Form 20-F of the Company for the year ended December 31, 2021.

/s/ Deloitte & Touche

Deloitte & Touche
Taipei, Taiwan
Republic of China

June 17, 2022

Calculation of Filing Fee Tables

Form S-8

(Form Type)

台灣積體電路製造股份有限公司
(Exact Name of Registrant as Specified in its Charter)

Taiwan Semiconductor Manufacturing Company Limited

(Translation of registrant's name into English)

Table 1 – Newly Registered Securities

Security Type	Security Class Title(1)	Fee Calculation Rule	Amount Registered (2)	Proposed Maximum Offering Price per Unit(3)	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Shares, par value NT\$10.00 each	Other (3)	25,000,000	\$16.99	\$424,750,000	\$92.70 per \$1,000,000	\$39,374.33
Total Offering Amounts					\$424,750,000	\$92.70 per \$1,000,000	\$39,374.33
Total Fee Offsets							\$0.00
Net Fee Due							\$39,374.33

- (1) These shares shall be represented by the Registrant's American Depositary Shares ("ADSs"), each representing five (5) of the Registrant's common shares, par value \$NT10.00 each (the "Common Shares").
- (2) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement shall also cover an indeterminate number of Common Shares that may be offered or sold under the terms of the Registrant's Global Employee Stock Purchase Plan by reason of any share split, share dividend, recapitalization or other similar transaction which results in an increase in the number of outstanding Common Shares.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h) under the Securities Act, based on the average of the high and low sales prices of the Registrant's ADSs on The New York Stock Exchange on June 16, 2022 (US\$84.96 per ADS), divided by five, the then Common Share-to-ADS ratio.