

PART G - PRODUCT SUPPLEMENT FOR INTEREST RATE-LINKED NOTES AND WARRANTS AND INFLATION RATE-LINKED NOTES AND WARRANTS



HSBC Bank plc

(A company incorporated with limited liability in England with registered number 14259)

as Issuer

PROGRAMME FOR THE ISSUANCE OF NOTES AND WARRANTS

Interest Rate-Linked Notes and Warrants and Inflation Rate-Linked Notes and Warrants

This Product Supplement in relation to the Interest-Rate Linked Notes and Warrants and Inflation Rate-Linked Notes and Warrants constitutes Part G ("**Part G**") of the base prospectus dated 19 June 2012 (the "**Base Prospectus**") prepared by HSBC Bank plc (the "**Bank**" or the "**Issuer**") in relation to the Programme for the Issuance of Notes and Warrants (the "**Programme**") described therein in connection with the application made for Notes or Warrants to be admitted to listing on the Official List of the Financial Services Authority (in its capacity as competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000 (the "**FSA**")), and to trading on the Regulated Market of the London Stock Exchange plc (the "**London Stock Exchange**").

To the extent that there is any inconsistency between any statement in this Part G and any other statement in, or incorporated by reference in, other parts of the Base Prospectus, the statements in this Part G will prevail for the purposes of Part G.

Notes issued pursuant to the Programme may include (a) "**Interest Rate-Linked Notes**" being Notes in relation to which the interest payable thereon (if any) and/or the redemption amount thereof is determined by reference to levels of, or movements in, specified interest rates or other interest rate-dependent variables, as applicable (each, an "**Interest-Related Variable**"); and (b) "**Inflation Rate-Linked Notes**" being Notes in relation to which the interest payable thereon (if any) and/or the redemption amount thereof is determined by reference to levels of, or movements in, specified inflation rates or other inflation rate-dependent variables, as applicable (each, an "**Inflation-Related Variable**"). The purpose of this Part G is to provide information in relation to Interest Rate-Linked Notes and Inflation Rate-Linked Notes.

The Bank may also issue warrants, (a) "**Interest Rate-Linked Warrants**" being Warrants having substantially the same features of the Interest Rate-Linked Notes and references herein to Interest Rate-Linked Notes shall be deemed to refer to Interest Rate-Linked Warrants when the context so permits and (b) "**Inflation Rate-Linked Warrants**" being Warrants having substantially the same features of the Inflation Rate-Linked Notes and references herein to Inflation Rate-Linked Notes shall be to Inflation Rate-Linked Warrants when the context so permits. To the extent any Interest Rate-Linked Warrant requires interest rate setting terms in its Conditions, the Final Terms relating to such Interest Rate-Linked Warrant may contain additional terms similar to the interest rate setting terms in the section titled "*Terms and Conditions of the Notes*" of "*Part B – Information Relating To The Notes Generally*" of the Base Prospectus. In addition, the Bank may issue Warrants that represent a series of warrants, which may provide for multiple exercise dates and/or multiple settlement dates and/or such other terms required to represent a series of Warrants, as if each such expiry date or settlement date or other term related to an individual Warrant.

This Part G should be read together with Parts A, B and D of the Base Prospectus (in the case of an issue of Interest Rate-Linked Notes or Inflation Rate-Linked Notes) and Parts A, D and C of the Base Prospectus (in the case of an issue of Interest Rate-Linked Warrants or Inflation Rate-Linked Warrants).

An investment in Interest Rate-Linked Notes and/or Inflation Rate-Linked Notes involves risks. See Part A of the Base Prospectus under the heading "Risk Factors" (beginning on page A-12).

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Part G or any other information supplied in connection with the Interest Rate-Linked Notes and/or Inflation Rate-Linked Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer.

Neither this Part G nor any further information supplied in connection with the Interest Rate-Linked Notes or Inflation Rate-Linked Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation or as constituting an invitation or offer by the Issuer that any recipient of this Part G or any other information supplied in connection with the Interest Rate-Linked Notes or Inflation Rate-Linked Notes should subscribe for or purchase the Interest Rate-Linked Notes or Inflation Rate-Linked Notes. Each investor contemplating subscribing for or purchasing the Interest Rate-Linked Notes or Inflation Rate-Linked Notes should make its own independent investigation of the affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Part G nor any other information supplied in connection with the Interest Rate-Linked Notes or Inflation Rate-Linked Notes constitutes an offer by or on behalf of the Issuer to subscribe for or purchase the Interest Rate-Linked Notes or Inflation Rate-Linked Notes.

The distribution of this Part G and the offer, distribution or sale of Interest Rate-Linked Notes or Inflation Rate-Linked Notes may be restricted by law in certain jurisdictions. The Issuer does not represent that this document may be lawfully distributed, or that the Interest Rate-Linked Notes or Inflation Rate-Linked Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, action may be required to be taken to permit a public offering of the Interest Rate-Linked Notes or Inflation Rate-Linked Notes or a distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Interest Rate-Linked Notes or Inflation Rate-Linked Notes may be offered or sold, directly or indirectly, and neither this Part G nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Part G or the Interest Rate-Linked Notes or Inflation Rate-Linked Notes come must inform themselves about, and observe, any such restrictions.

Interest Rate-Linked Notes and Warrants and Inflation Rate-Linked Notes and Warrants have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), the state securities laws of any state of the United States or the securities laws of any other jurisdiction, and may not be offered or sold within the United States or to, or for the account or benefit of, US persons (as defined in Regulation S under the Securities Act ("**Regulation S**")) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Arranger and Dealer

HSBC

19 June 2012

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PRODUCT DESCRIPTION – INTEREST RATE-LINKED NOTES

Notes issued pursuant to the Programme may include Interest Rate-Linked Notes, being Notes in relation to which the interest payable thereon (if any) and/or the redemption amount thereof is determined by reference to an Interest-Related Variable. Such Notes may be Fixed Rate Notes, Floating Rate Notes, Variable Coupon Amount Notes or Zero Coupon Notes, as specified in the relevant Final Terms. In the case of Variable Coupon Amount Notes, details of the dates on which interest shall be payable and the method of calculation of the interest payable on each such date will be set out in the relevant Final Terms.

Interest-Related Variables may consist of interest rates for specified periods, such as London inter-bank offered rates "**LIBOR**" for deposits in specified currencies or EURIBOR for deposits in euro, or constant maturity swap ("**CMS**") or remaining maturity swap ("**RMS**") rates, or other interest-based factors, as specified in the relevant Final Terms. Details of the Interest-Related Variable(s) applicable to any particular Series or Tranche of Notes and an indication of where information about the past and the future performance of the Interest-Related Variable and other information relating thereto will be specified in the relevant Final Terms.

The Conditions in Parts B and C of the Base Prospectus apply to the Interest Rate-Linked Notes and Warrants, respectively.

There follows a description of certain types of Interest Rate-Linked Notes that may be issued under the Programme. In addition to these types of Notes, the Issuer may issue Interest Rate-Linked Notes and Interest Rate-Linked Warrants under the Programme which combine elements of any of the Interest Rate-Linked Notes described below or are linked to Interest-Related Variables in a manner other than described below, details of which will be provided in the relevant Final Terms. In case of Interest Rate-Linked Warrants, any element that relates to the redemption amount of Interest Rate-Linked Notes in the following description shall relate to the cash settlement amount of such Warrants, as if references in such description to Notes were to Warrants, and references to redemption amount were to cash settlement amount.

Early Redemption features for Interest Rate-linked Notes:

Callable Notes: Notes which may be redeemed prior to their specified maturity date at the option of the Issuer, which option may be exercised periodically or on dates specified in the Final Terms.

Puttable Notes: Notes which may be redeemed at the option of the Noteholder prior to the maturity date if a specified trigger event relating to an Interest-Related Variable occurs during a specified period or on a specified date, as specified in the Final Terms.

Auto-puttable Notes: Notes which may be automatically redeemed prior to the maturity date if a specified trigger event relating to an Interest-Related Variable occurs during a specified period or on a specified date, as specified in the Final Terms.

Target Redemption Notes: Notes, the terms of which provide as follows: (i) the minimum and maximum interest payable to a Noteholder over the term of the Notes are set on the issue date and expressed as pre-determined percentages of the notional amount of the Notes ("**Lifetime Floor**" and "**Lifetime Cap**", respectively), (ii) the final interest payment is increased so that, if the cumulative total interest payments (taking into account the amount of such final interest payment) would not otherwise reach the Lifetime Floor, Noteholders receive over the life of the Notes cumulative interest payments equal to the Lifetime Floor and (iii) the Notes will be mandatorily redeemed at par on the first interest payment date on which the cumulative total interest payments up to and including such payment date would exceed the Lifetime Cap taking into account the interest payments scheduled to be made on such date, which interest payments will then be reduced so that Noteholders receive over the life of the Notes aggregate interest payments equal to the Lifetime Cap.

Trigger Redemption Notes: Notes which are not Callable Notes and which are to be mandatorily redeemed prior to their maturity date if a specified trigger event in relation to a Interest-Related Variable occurs during a specified period or on a specified date, as specified in the Final Terms.

Payment features for Interest Rate-Linked Notes:

Coupon Notes: Notes in relation to which the interest payable to the Noteholder is subject to the performance of the Interest-Related Variable.

Zero Coupon Notes: Notes in relation to which no interest is payable to the Noteholder until the earlier of the scheduled maturity or early redemption.

Deferred Coupon Notes: Notes in relation to which the interest in relation to a given payment date may be deferred until the earlier of the scheduled maturity or early redemption on conditions specified in the Final Terms.

Interest-Related Variable discontinuity features for Interest Rate-Linked Notes:

Digital Notes: Notes in relation to which, if the Interest-Related Variable at maturity reaches a predefined level or value, the interest payable is a fixed amount.

Barrier Notes: Notes under which the interest and/or the redemption amount payable to the Noteholder at maturity are determined by reference to the performance of the Interest-Related Variable depending on the level or value of the Interest-Related Variable attaining or falling below predefined levels or values. If the Final Terms so specify, the predefined level or value may be varied on a specified date or dates or during specified periods throughout the term of the Notes. The predefined levels or values may consist of any of the following:

Up and Out: If the level or value of the Interest-Related Variable is higher than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder ceases to be linked to the performance of the Interest-Related Variable as specified in the relevant Final Terms.

Up and In: If the level or value of the Interest-Related Variable is higher than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder become linked to the performance of the Interest-Related Variable as specified in the relevant Final Terms.

Down and Out: If the level or value of the Interest-Related Variable is lower than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder cease to be linked to the performance of the Interest-Related Variable as specified in the relevant Final Terms.

Down and In: If the level or value of the Interest-Related Variable is lower than a predefined level or value at a specified date or during a specified period the interest and/or redemption amount payable to the Noteholder become linked to the performance of the Interest-Related Variable as specified in the relevant Final Terms.

The specified date or dates, or specified periods, for the observation of the level or value of the Interest-Related Variable against the relevant predefined level or value may include any of the following or maybe as otherwise specified in the Final Terms:

American: the level or value of the Interest-Related Variable is observed continuously during a specified period.

Bermudan: the level or value of the Interest-Related Variable is observed during a period which consists of a number of specified dates.

Discrete: the level or value of the Interest-Related Variable is observed daily at a specified time on specified dates.

European: the level or value of the Interest-Related Variable is observed at maturity.

Parisian: the level or value of the Interest-Related Variable is observed on the occurrence of a specified event.

Window: the level or value of the Interest-Related Variable is only observed during a fixed period.

Interest-Related Variable path dependent features for Interest Rate-Linked Notes:

Range Accrual Notes: Notes in relation to which the interest only accrues for each day during a period that a specified Interest-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Final Terms.

Average Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated by reference to the average level or value of the Interest-Related Variable on a number of specified dates occurring on or after the issue date to but excluding the maturity date, as specified in the Final Terms.

Snow Notes: Notes in relation to which a fixed interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given period is determined by reference to (i) the rate used to calculate the interest for the preceding period and applying to it a pre-specified rate and (ii) a Interest-Related Variable, as set out in the Final Terms (subject to minimum interest rate of 0 per cent.).

Ratchet Notes: Notes in relation to which a fixed rate is used to calculate the interest for the initial period (the "**initial rate**") and leveraged thereafter whereby the subsequent rate for any given period used to calculate the interest is determined by reference to (A) the rate applicable for the preceding period and applying to it a pre-specified rate and (B) an Interest-Related Variable (subject to a minimum interest rate of 0 per cent.), until a specified date on which the rate used to calculate the interest is reset to the initial rate and the rate leverage process recommences.

Serial Notes: Notes in relation to which rate used to calculate the interest is determined by reference to (i) any one of the minimum, the maximum or the average level or value of the specified Interest-Related Variable over a certain period of time and (ii) a rate specified in the Final Terms.

Snowball: Callable Notes in relation to which the fixed rate used to calculate the interest is set for the initial period and then leveraged thereafter whereby the rate for any given period is calculated using the rate for the preceding period and applying to it a pre-specified rate which increases each year and subtracting the level or value of the specified Interest-Related Variable (subject to minimum interest rate of 0 per cent.).

Bearish Snowball: Callable Notes in relation to which the rate used to calculate the fixed interest is set for the initial period and then leveraged thereafter whereby the rate for any given period is calculated using the rate for the preceding period and adding to it the product of a multiple of the Interest-Related Variable minus a pre-specified rate (which increases each year) (subject to a minimum interest rate of 0 per cent. and a pre-specified maximum interest rate).

Resettable Snowball: Callable Notes in relation to which (i) the rate used to calculate the fixed interest payment is set for the initial period (the "**initial interest rate**") and leveraged thereafter whereby the subsequent interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a pre-specified rate which increases each year and subtracting the specified Interest-Related Variable (subject to a minimum rate of 0 per cent.) until a specified date on which the interest is reset to the initial rate and the rate leverage process recommences, and (ii) the Issuer has a right to redeem the Notes earlier than the maturity date if a trigger event relating to a specified Interest-Related Variable occurs and is existing on a specified early redemption date during the term of the Notes.

Recovery Note: Callable Notes in relation to which the fixed rate used to calculate the interest is set for the initial period and then leveraged thereafter whereby the rate for any given period is calculated using the rate for the preceding period and adding to it the product of a multiple of the specified Interest-Related Variable minus a pre-specified rate (which increases each year) (subject to a minimum interest rate of 0 per cent. and a pre-specified rate maximum).

Seesaw Note: Callable Notes in relation to which the method of calculating interest changes during the life of the Notes as follows. The fixed rate used to calculate the interest is set for the initial period and is then leveraged thereafter whereby the rate for any given period is calculated using the rate for the preceding period and applying to it a multiple of a pre-specified rate or rates less the specified Interest-Related Variable. The rate used to calculate the interest will then revert to the original rate or

another fixed rate for a specified number of periods. Thereafter, the rate used to calculate the interest for any given period is calculated using the rate for the preceding period and applying to it a multiple of the specified Interest-Related Variable less a pre-specified rate or rates. The rate applicable to any period may be subject to minimum and maximum rate limits.

SnowBlade Note: Target Accrual Redemption Notes which are not Callable Notes in relation to which a fixed rate is set for the initial period and then leveraged thereafter whereby the rate for any given subsequent period is calculated using the rate for the preceding period and applying to it a pre-specified rate which increases each year and subtracting the specified Interest-Related Variable (subject to a minimum interest rate of 0 per cent.).

Coupon features for Interest Rate-Linked Notes:

Capped Fixed Coupon: Notes in relation to which the rate used to calculate the interest is less than or equal to a specified fixed rate.

Floored Fixed Coupon: Notes in relation to which the rate used to calculate the interest is greater than or equal to a specified fixed rate.

Capped Spread Coupon: Notes in relation to which the rate used to calculate the interest is (i) determined by reference to a Interest-Related Variable being the difference between two specified interest rates and (ii) is less than or equal to a specified rate.

Floored Spread Coupon: Notes in relation to which the rate used to calculate the interest is (i) determined by reference to the difference between two interest rates and (ii) is greater than or equal to a specified rate.

Capped Global Coupon: Notes in relation to which (i) the interest payable is determined by reference to an Interest-Related Variable, and (ii) the cumulative interest paid up to a given payment date (including the interest payable in respect of such payment date) is less than or equal to an amount specified in the Final Terms for such payment date. If such cumulative amount is greater than the amount specified in the Final Terms the interest payable on the relevant payment date shall be reduced to ensure such cumulative amount is equal to the amount specified in the Final Terms for such payment date.

Floored Global Coupon: Notes in relation to which (i) the interest payable is determined by reference to an Interest-Related Variable, and (ii) the cumulative interest paid up to a given payment dates (including the interest payable in respect of such payment date) is greater than or equal to an amount specified in the Final Terms for such payment date. If such cumulative amount is less than the amount specified in the Final Terms the interest payable on the relevant payment date shall be increased to ensure such cumulative amount is equal to the amount specified in the Final Terms for such payment date.

Interest Rate Reset features relating to Interest Rate-Linked Notes

Interest-in-arrears: Notes in relation to which the interest is determined by reference to an Interest-Related Variable which is determined at the end of a given period.

Interest-in-advance: Notes in relation to which the interest is determined by reference to an Interest-Related Variable which is determined prior to the commencement of a given period.

Underlyings relating to Interest Rate-Linked Notes

Callable step-down Floaters: Callable Notes which are Floating Rate Notes and in relation to which (i) the rate used to calculate the interest is set at a fixed margin above the specified Interest-Related Variable but the total of which is capped at a specified fixed rate and (ii) the interest is only payable if the specified Interest-Related Variable remains below a certain pre-specified level.

Callable Inverse Floaters: Callable Notes in relation to which a fixed rate used to calculate the interest is set for an initial period, after which the rate for any given period is calculated by subtracting from a pre-specified fixed rate a multiple of the specified Interest-Related Variable (subject to a minimum interest rate of 0 per cent.).

Constant Maturity Swap ("CMS") Fixed Spread Callable Range Accrual Notes: Notes in relation to which the interest is greater than or equal to a specified fixed rate Callable Notes in relation to which a fixed rate is set for the initial period and then for subsequent periods the fixed rate only accrues for each day during that period if specified constant maturity swap spread (a "**CMS Spread**") remains above a pre-specified trigger level or lower barrier

VariCap Note: Notes which are not Callable Notes, in relation to which the interest rate calculated in relation to any period is a CMS rate plus a spread, but subject to a minimum rate and a variable maximum interest rate (the "**Cap**"). The Cap is calculated by reference to a multiple of the specified CMS Spread, which multiple may or may not increase over time, as specified in the relevant Final Terms.

Callable Range Accrual Notes: Range Accrual Notes which are Callable Notes.

Trigger Redemption Range Accrual Notes: Range Accrual Notes which are Trigger Redemption Notes.

Auto-puttable Callable Range Accrual Notes: Range Accrual Notes which are Callable Notes and Auto-puttable Notes.

Fixed Callable Range Accrual Notes: Range Accrual Notes which are Callable Notes and which bear interest at a fixed rate.

Floating Callable Range Accrual Notes: Range Accrual Notes which are Callable Notes and which accrue interest at a floating interest rate.

Forms of Target Accrual Redemption Notes

Target Accrual Redemption Notes (TARNs) (Bullish): Target Accrual Redemption Notes under which a fixed interest rate is set for the initial interest period and then for subsequent interest periods the interest rate is calculated using a fixed rate and subtracting therefrom a multiplier of the level of a specified Interest-Related Variable (subject to a minimum interest rate of 0 per cent.).

Bearish TARN: Target Accrual Redemption Notes in relation to which the interest rate is calculated by applying a fixed multiplier to the level of a specified Interest-Related Variable and subtracting a specified fixed rate which increases each year (subject to a minimum interest rate of 0 per cent.).

BONUS TARN: Target Accrual Redemption Notes in relation to which the interest rate is calculated using an initial fixed rate during the first interest period, then a higher fixed rate minus a multiplier time a specified Interest-Related Variable during subsequent periods and an additional bonus payment (expressed as a percentage of the notional amount of the Notes and increasing annually throughout the term of the Notes) is made to Noteholders on the redemption date.

SnowRange Notes: Notes which are Callable Notes and in relation to which (i) interest only accrues for each day (a "**Qualifying Day**") during a period that a specified Interest-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Final Terms, (ii) the interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a multiplier (calculated from the number of Qualifying Days in the current period divided by the actual number of days in the current period). (The SnowRange Note is a variation of the CRAN.)

CRAN: Notes which are Callable Range Accrual Notes paying periodic fixed coupons with coupons, accruing on a daily basis, linked to a floating rate.

Accumulator Leverage Inverse Floater Note: Floating Rate Notes in relation to which (i) the amount of interest payable to the Noteholder over the term of the Notes is known from the issue date and expressed as a Lifetime Cap but the timing of interest payments and the maturity date is not known, (ii) the final interest payment is adjusted at maturity so that the sum of all interest payments (including such adjusted payment) equals the Lifetime Cap (iii) the Notes are automatically redeemed at part on an interest payment date if the sum of the interest payments (prior to the adjustment of such interest payment) would otherwise exceed the Lifetime Cap.

BladeRanger Notes: Target Accrual Redemption Notes under which interest only accrues for each Qualifying Day during a period that a specified Interest-Related Variable remains within a specified range

(which may vary during the term of the Notes), as specified in the Final Terms, (ii) the interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a multiplier (calculated from the number of Qualifying Days in the current period divided by the actual number of days in the current period).

Resettable SnowRange: SnowRange Notes which are Callable Notes and in relation to which, on a specified date, the interest payable is reset to the initial interest rate applicable to the first interest period and the interest rate leverage process recommences.

Bearish SnowRange: Callable Notes in relation to which (i) the interest only accrues for each Qualifying Day over a period that a specified Interest-Related Variable remains above a pre-specified level which may be increased annually, as specified in the Final Terms and (ii) the interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a multiplier (calculated from the number of Qualifying Days in the current period divided by the actual number of days in the current period).

Front-End SnowRange: SnowRange Notes which are Callable Notes in relation to which the Issuer is entitled to exercise its right to redeem early if the specified Interest-Related Variable remains within the pre-specified range during the first year of the term of the Notes.

Range Accrual Notes: Notes in relation to which the interest is a variable amount (calculated by reference to a formula in the Final Terms) and only accrues for each day during a period that a specified Interest-Related Variable remains within a specified range (which may vary during the term of the Notes), as specified in the Final Terms.

Constant Maturity Swap ("CMS") linked Notes and Remaining Maturity Swap ("RMS") linked Notes

Deferred digital: Notes which are not Callable Notes and in relation to which (i) the timing of the interest rate payment is conditional on the specified Interest-Related Variable and (ii) if the specified Interest-Related Variable remains below a certain trigger level or barrier, the interest rate payable is a fixed amount and if the specified Interest-Related Variable reaches the trigger level or barrier, the interest rate payable is compounded over the term of the Notes and payment is deferred until maturity.

Remaining-Maturity-Swap CRAN: Callable Notes in relation to which interest only accrues for each day over a certain period of time that the specified underlying Remaining-Maturity-Swap (RMS) rate remains below a certain pre-specified trigger level or upper barrier.

RMS Wings Note: Callable Notes in relation to which there is a certain fixed minimum interest rate which only accrues for each day over a certain period of time that the specified Interest-Related Variable is either (i) below a certain pre-specified trigger level or (ii) above a certain higher pre-specified trigger level.

CMS SnowRange: Callable Notes in relation to which (i) interest only accrues for each Qualifying Day over a certain period of time that a specified CMS rate remains within a pre-specified range which may increase annually and (ii) the interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and applying to it a multiplier (calculated from the number of Qualifying Days in the current period divided by the actual number of days in the current period).

Bearish CMS: Target Accrual Redemption Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods it is calculated by subtracting a fixed multiplier which increases each year from a specified CMS rate (subject to a minimum interest rate of 0 per cent.).

CMS Recovery Note: Callable Notes in relation to which a fixed interest rate is set for the initial interest period and then leveraged thereafter whereby the interest rate for any given interest period is calculated using the interest rate for the preceding period and adding to it the product of a multiple of a specified CMS rate minus a pre-specified interest rate (which increases each year) (subject to minimum interest rate of 0 per cent. and a pre-specified maximum interest rate).

CMS TARN Note: Target Accrual Redemption Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods the interest rate is calculated using a fixed rate and subtracting the level of a specified CMS rate (subject to a minimum interest rate of 0 per cent.).

CMS Spread-linked Notes

(CMS) Fixed SCRAN: Callable Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods the fixed interest rate only accrues for each day over a certain period of time that a CMS Spread remains above a pre-specified trigger level or lower barrier.

(CMS) Floating SCRAN: Callable Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods a floating rate of interest only accrues for each day over a certain period of time that a specified CMS-Spread remains above a pre-specified trigger level or lower barrier.

Wedding Cake Note: Notes which are not Callable Notes, in relation to which the floating interest rate is comprised of three different tiers of calculation and only accrues for each day that a specified CMS Spread remains (a) above a pre-specified trigger level, (b) remains within a pre-specified range and (c) remains below a pre-specified trigger level, over a certain period of time.

Floating SCRAN: Callable Notes in relation to which a fixed interest rate is set for the initial interest period and then for subsequent interest periods the interest only accrues for each day over a certain period of time that the specified Interest-Related Variable remains above a pre-specified trigger level or lower barrier.

VariCap Note: Notes which are not Callable Notes, in relation to which the interest calculated in relation to any period is a CMS rate plus a spread, but subject to a minimum interest rate and a variable maximum interest rate (the "Cap"). The Cap is calculated by reference to a multiple of the specified CMS Spread, which multiple may or may not increase over time, as specified in the relevant Final Terms.

CMS Steepener (Bearish): Callable Notes in relation to which the interest rate is set at a fixed margin above a specified CMS rate and is payable if such CMS rate remains above a pre-specified trigger level (which increases throughout the term of the Notes) but if the CMS rate falls below the trigger level, then the interest rate payable is capped at a specified fixed amount.

Volatility-linked Notes

Serial Notes: Notes which are not Callable Notes and in relation to which the interest rate is determined by any one of the minimum, the maximum or the average level of the Specified Interest- Related Variable over a certain period of time plus a pre-specified rate.

Sliding Volatility Note: Notes which are not Callable Notes and in relation to which the rate used to calculate the interest is set at a multiple of the value of the change in a specified Interest-Related Variable over a specified period.

Terminal Volatility Note: Notes which are Callable Notes and in relation to which the rate used to calculate the interest rate for any interest period is calculated by multiplying a specified fixed rate by the absolute value of the difference between the specified Interest-Related Variable at the start of one period and such Interest-Related Variable at the end of the period.

PRODUCT DESCRIPTION – INFLATION RATE-LINKED NOTES

Notes issued pursuant to the Programme may include Inflation Rate-Linked Notes, being Notes in relation to which the interest payable thereon (if any) and/or the redemption amount thereof is linked to the performance of one or more inflation indices, by way of a specified formula or in such other manner as shall be specified in the relevant Final Terms. Such inflation indices may include (without limitation) the U.S. City Average All Items Consumer Price Index for All Urban Consumers (Bloomberg Code: CPURNSA), the United Kingdom Retail Price Index (Bloomberg Code: UKRPI), the Euro-zone Harmonised Index of Consumer Prices, excluding tobacco (Bloomberg Code: CPTFEMU), the Euro-zone Harmonised Index of Consumer Prices, including tobacco (Bloomberg Code: CPTFIEU), the France Harmonised Index of Consumer Prices excluding tobacco (Bloomberg Code: FRCPXTOB), the France Harmonised Index of Consumer Prices including tobacco (Bloomberg Code: FRCPI), the Indice Nazionale dei Prezzi al Consumo per le Famiglie di Operai e Impiegati (FOI) Senza Tabacchi (Bloomberg Code: ITCPI), the Indice Nazionale dei Prezzi al Consumo per le Famiglie di Operai e Impiegati (FOI) Con Tabacchi (Bloomberg Code: ITCPFOI), the Spain Index of Consumer Prices (Bloomberg Code: SPIPC), the Belgium Index of Consumer Prices (Bloomberg Code: BECPI) and the Netherlands Index of Consumer Prices (Bloomberg Code: NECPIND), or a combination of these or any other published inflation indices. The name of the relevant (or each relevant) inflation index and source where information about such inflation index may be obtained will be specified in the relevant Final Terms.

Similar instruments may be issued as Inflation-Linked Warrants, but without interest or coupon payments. In that case, references in any of the descriptions of Inflation-Linked Notes contained herein to the redemption amount of Inflation-Linked Notes shall relate to the cash settlement amount of such Warrants, as if references in such descriptions to Notes were to Warrants and references to redemption amount were to cash settlement amount.

In addition, any of the features described on pages G-5 to G-12 of this Part G may apply to Inflation Rate-Linked Notes and Inflation Rate-Linked Warrants.

The terms and conditions of Inflation Rate-Linked Notes shall consist of the terms and conditions set out in the section headed "*Terms and Condition of the Notes*" appearing in Part B of the Base Prospectus and Condition 21 (*Provisions relating to Equity-Linked Notes, Cash Equity Notes and Index-Linked Notes*) appearing in Part D of the Base Prospectus, subject to the modifications specified below and the relevant Final Terms. The terms and conditions of Inflation Rate-Linked Warrants shall consist of the terms and conditions set out in the section headed "*Terms and Conditions of the Warrants*" appearing in Part C of the Base Prospectus and Conditions 17 (*Provisions relating to Equity-Linked Warrants and Index-Linked Warrants*) and 18 (*Valuation, Adjustments and Extraordinary Events affecting Securities*) appearing in Part D of the Base Prospectus, subject to the modifications specified below and the relevant Final Terms.

**AMENDMENT TO CONDITION 21(F) IN RESPECT OF INFLATION RATE-LINKED NOTES
AND CONDITION 18(C) IN RESPECT OF INFLATION RATE-LINKED WARRANTS**

With respect to Inflation Rate-Linked Notes and Inflation Rate-Linked Warrants, the following provisions shall apply in lieu of Condition 21(f) (*Adjustments to Indices*) and Condition 18(c) (*Adjustments to Indices*) respectively.

21(f) *Adjustments to Indices for Inflation Rate-Linked Notes* / 18(c) *Adjustments to Indices for Inflation Rate-Linked Warrants*

(A) **Definitions**

In this Condition:

"**Affected Payment Date**" has the meaning given in (B) below;

"**Fallback Bond**" means a bond selected by the Calculation Agent and issued by the government or one of the governments (but not any government agency) of the country (or countries) to whose level of inflation the relevant Index relates and which pays a coupon and/or redemption amount which is calculated by reference to the level of inflation in such country (or countries), with a maturity date which falls on the same day as the Maturity Date or the Settlement Date, as the case may be, or such other date as the Calculation Agent shall select if there is no such bond maturing on the Maturity Date or Settlement Date, as the case may be. If any bond so selected is redeemed, the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond is redeemed (including any bond for which the redeemed bond is exchanged);

"**Index**" means each inflation index specified as such in the applicable Final Terms;

"**Index Sponsor**" means the entity specified as such in the applicable Final Terms and any successor entity that publishes or announces (directly or through an agent) the level of the Index;

"**Reference Month**" means the calendar month for which the level of the Index was reported, regardless of when this information is published or announced. If the period for which level of the Index was reported is a period other than a month, the Reference Month is the period for which the level of the Index was reported;

"**Related Bond**" means, if specified as applicable in the relevant Final Terms, means the bond specified as such in the relevant Final Terms or, if specified as applicable in the relevant Final Terms and no bond is specified therein, the Fallback Bond, and the Calculation Agent shall use the Fallback Bond for any Related Bond determination;

"**Substitute Index Level**" means the level of the Index, determined by the Calculation Agent pursuant to (C) below, in respect of an Affected Payment Date; and

"**Successor Index**" has the meaning specified in (C) below.

(B) **Delay of Publication**

If any level of the Index for a Reference Month relevant to the calculation of a payment of interest has not been published or announced by the day that is five Business Days prior to the relevant [Interest Payment Date or [Maturity Date]¹/[Cash Settlement Payment Date]², as the case may be (the "**Affected Payment Date**"), the Calculation Agent shall determine the relevant level of the Index using the following methodology:

- (i) If Related Bond is specified as applicable in the relevant Final Terms, the Calculation Agent will take the same action to determine the Substitute Index Level for the Affected Payment Date as that taken by the calculation agent pursuant to the terms and conditions of the Related Bond;

¹ Wording applies to Notes and Condition 21(f).

² Wording applies to Warrants and Condition 18(c).

- (ii) If (A) Related Bond is specified as not applicable in the relevant Final Terms; or (B) the Calculation Agent is unable to determine the Substitute Index Level under (i) above for any reason, then the Calculation Agent shall determine the Substitute Index Level as follows:

$$\text{Substitute Index Level} = \text{Base Level} \times (\text{Latest Level} / \text{Reference Level})$$

where:

"Base Level" means the level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Index Level is being determined;

"Latest Level" means the latest level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the month in respect of which the Substitute Index Level is being calculated; and

"Reference Level" means the level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month that is 12 calendar months prior to the month referred to in "Latest Level" above. For the avoidance of doubt, any Reference Level published or announced at any time after the day that is five Business Days prior to the next [Interest Payment Date and/or the Maturity Date, as the case may be]³[Cash Settlement Payment Date]⁴, will not be used in any calculations and the Substitute Index Level so determined pursuant to this sub-paragraph (B) will be the definitive level.

(C) **Cessation of Publication**

If a level for the Index has not been published or announced for two consecutive months or the Index Sponsor announces that it will no longer continue to publish or announce the Index, then the Calculation Agent shall determine a Successor Index (in lieu of any previously applicable Index) for the purposes of the Notes by using the following methodology:

- (i) If at any time a successor index has been designated by the calculation agent pursuant to the terms and conditions of the Related Bond, such successor index shall be designated a **"Successor Index"** for the purposes of all subsequent determinations of [interest payable and of the Final Redemption Amount]⁵[the Cash Settlement Amount]⁶, notwithstanding that any other Successor Index may previously have been determined.
- (ii) If a Successor Index has not been determined under (i) above, and a notice has been given or an announcement has been made by the Index Sponsor, specifying that the Index will be superseded by a replacement index specified by the Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Index, such replacement index shall be the Successor Index from the date that such replacement Index comes into effect.
- (iii) If a Successor Index has not been determined under (i) or (ii) above, the Calculation Agent (acting in its sole and absolute discretion) will determine an appropriate alternative index for such Affected Payment Date, and such index will be deemed a "Successor Index".
- (iv) [If the Calculation Agent determines that there is no appropriate alternative index, then the Notes shall be redeemed on the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Noteholders to receive any remaining payments of interest and the Final Redemption Amount shall cease and the Issuer's obligations under the relevant Notes shall be satisfied in full upon payment of such amount as in the opinion of the

³ Wording applies to Notes and Condition 21(f).

⁴ Wording applies to Warrants and Condition 18(c).

⁵ Wording applies to Notes and Condition 21(f).

⁶ Wording applies to Warrants and Condition 18(c).

Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the early redemption of the Notes.]⁷

[If the Calculation Agent determines that there is no appropriate alternative index, then the Warrants shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Warrantholders to receive the relevant Cash Settlement Amount (or any other payment to be made by the Issuer), as the case may be, shall cease and the Issuer's obligations under the relevant Warrants shall be satisfied in full upon payment of such amount as in the opinion of the Calculation Agent (such opinion to be made in its sole and absolute discretion) is fair in the circumstances by way of compensation for the early termination of the Warrants.]⁸

(D) **Rebasing of the Index**

If the Calculation Agent determines that the Index has been or will be rebased at any time, the Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the level of an Index from the date of such rebasing; **provided, however, that** the Calculation Agent shall make such adjustments as are made by the calculation agent pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Index before it was rebased. If there is no Related Bond, the Calculation Agent shall make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Notes.

(E) **Material Modification**

If, on or prior to the day that is five Business Days before the next date which is an Interest Payment Date, the Maturity Date or Cash Settlement Payment Date (as the case may be), an Index Sponsor announces that it will make a material change to an Index, then the Calculation Agent shall make any such adjustments to the Index consistent with adjustments made to the Related Bond, or, if there is no Related Bond, only those adjustments necessary for the modified Index to continue as the Index.

(F) **Manifest Error in Publication**

If, within thirty days of publication and prior to the Maturity Date or Cash Settlement Payment Date, as the case may be, the Calculation Agent determines that the Index Sponsor has corrected the level of the Index to remedy a manifest error in its original publication, the Calculation Agent will take such action as it may deem necessary and practicable to give effect to such correction.

⁷ Wording applies to Notes and Condition 21(f).

⁸ Wording applies to Warrants and Condition 18(c).

PRO FORMA FINAL TERMS FOR INTEREST RATE-LINKED AND INFLATION RATE-LINKED NOTES

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

(When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently whether a drawdown prospectus or a new base prospectus would be required in respect of such terms or information.)

[Notes issued pursuant to these Final Terms are securities to be listed under Listing Rule [17/19]⁹.]

Final Terms dated []

Series No.: []

Tranche No.: []

HSBC Bank plc

Programme for the Issuance of Notes and Warrants

Issue of

[Aggregate Principal Amount of Tranche]

[(to be consolidated and form a single series with the existing *[Insert details of existing Tranche(s)]* issued pursuant to HSBC Bank plc's Programme for the Issuance of Notes and Warrants]

[Title of Notes]

PART A - CONTRACTUAL TERMS

This document constitutes the Final Terms relating to the issue of the Tranche of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Notes (the "**Conditions**") set forth in the Base Prospectus dated 19 June 2012 in relation to the above Programme which [together with the supplemental prospectus[es] dated [•]] constitute[s] a base prospectus ("**Prospectus**") [for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**").]¹⁰

[If these Final Terms indicate that they relate to an issue of Certificates, then all references herein and in the Prospectus to Notes shall be deemed to be references to "Certificates" for the purposes of this Issue.]

[This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus.]¹¹ Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. [The Prospectus is available for viewing at [address] [and] [website]¹² and copies may be obtained from [address].]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.

⁹ *To be included in respect of all issues which are to be admitted to listing. Delete as appropriate. Please refer to the Listing Rules. Listing Rule 17 applies to debt securities, asset backed securities and convertible securities. Listing Rule 19 applies to securitised derivatives. Notes which include an element of principle protection will generally be eligible for listing under Listing Rule 17 but in some circumstances will be eligible for listing under Listing Rule 19.*

¹⁰ *Only for Notes which are publicly offered or admitted to trading on a regulated market.*

¹¹ *Only for Notes which are publicly offered or admitted to trading on a regulated market.*

¹² *Only for Notes which are publicly offered or admitted to trading on a regulated market.*

Terms used herein shall be deemed to be defined as such for the purposes of the [2005/2006/2007/2008/2009/2010/2011] Conditions (the "**Conditions**"), which are defined in, and incorporated by reference into, the Base Prospectus dated 19 June 2012 and which are applicable to the Notes. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**")]¹³ and must be read in conjunction with the Base Prospectus dated 19 June 2012 which [together with the supplemental prospectus[es] dated []], constitute[s] a [base] prospectus ("**Prospectus**") [for the purposes of the Prospectus Directive]¹⁴. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Conditions and the Prospectus. The Prospectus and the Conditions are available for viewing during normal business hours at [address] [and] [website]¹⁵ and copies may be obtained from [address].

[For Notes offered and sold in the United States of America include:

IMPORTANT NOTICES

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), THE STATE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, THE NOTES ARE BEING OFFERED AND SOLD (A) IN THE UNITED STATES ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")) AND (B) TO NON-US PERSONS (AS DEFINED IN REGULATION S) IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLERS OF NOTES PURSUANT TO CLAUSE (A) ABOVE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B ("RSA 421-B") OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

AVAILABLE INFORMATION

To permit compliance with Rule 144A under the Securities Act in connection with resales of the Notes, the Issuer will promptly furnish, upon request of a holder of a Note, to such holder and a prospective purchaser designated by such holder the information required to be delivered under Rule 144A(d)(4) if, at the time of such request, the Issuer is neither a reporting company under Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended, nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.]

¹³ Only for Notes which are publicly offered or admitted to trading on a regulated market.

¹⁴ Only for Notes which are publicly offered or admitted to trading on a regulated market.

¹⁵ Only for Notes which are publicly offered or admitted to trading on a regulated market.

It is advisable that prospective investors considering acquiring any Notes understand the risks of transactions involving the Notes and it is advisable that they reach an investment decision after carefully considering, with their financial, legal, regulatory, tax, accounting and other advisers, the suitability of the Notes in light of their particular circumstances (including without limitation their own financial circumstances and investment objectives and the impact the Notes will have on their overall investment portfolio) and the information contained in the Prospectus and these Final Terms. Prospective investors should consider carefully the risk factors set forth under "Risk Factors" in the Prospectus.

(Include whichever of the following apply or specify as "Not applicable". Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)

1. (i) Issuer: HSBC Bank plc
- (ii) Arranger(s): HSBC Bank plc
2. (i) Series number: []
- (ii) [Tranche number: []
- (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]
- (iii) Whether issue is of Notes or Certificates: [Notes/Certificates] (if the issue is of Certificates, all references in these Final Terms and in the Prospectus to Notes shall be deemed to be "Certificates" for the purposes of this issue)
3. Specified Currency or Currencies:
 - (i) of denomination: []
 - (ii) of payment: []
4. Aggregate Principal Amount [of Notes admitted to trading]¹⁶:
 - [(i) Series:] []
 - [(ii) Tranche:] []
5. (i) Issue Price: [] per cent. of the Aggregate Principal Amount [plus accrued interest from [insert date] (in the case of fungible interest-bearing issues only, if applicable)]
- (ii) Commission payable: [[] per cent./None/ Information not provided]
- (iii) Selling concession: [[] per cent./None/Information not provided]
6. (i) Denomination(s) []¹⁷
(Condition 1(b)):

¹⁶ Delete for debt securities with a denomination per unit of less than EUR 100,000.

¹⁷ If denominations in excess of and smaller than the minimum specified denomination are to be permitted then the Issuer should normally waive its right to elect to exchange the Permanent Global Note for definitive Notes in paragraph (d) of the Permanent Global Note - see item 29(iii) below.

Part G - Product Supplement for Interest Rate-Linked Notes and Warrants and Inflation Rate-Linked Notes and Warrants

- (ii) Calculation Amount¹⁸: []
7. (i) Issue Date: []
- (ii) Interest Commencement Date: [specify/ Issue Date/ Not Applicable]
8. Maturity Date: (Condition 6(a)) *(Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year. In case of undated Notes, specify undated.) [If Index Linked provisions apply please add: or, if later, the [fifth/ specify] Business Day following the [Valuation Date/ specify.] [adjusted in accordance with [specify] [Business Day Convention and any applicable Business Centre(s)] for the definition of "Business Day"].*
9. Interest basis: (Conditions 3 to 5) [[] per cent. Fixed Rate]
[[specify reference rate]
[+/- [] per cent. Floating Rate]
[Variable Coupon Amount]
[Zero Coupon Notes]
[Index-Linked Notes]
[Other (specify)]
(further particulars specified below)
10. Redemption basis: (Condition 6) [Redemption at par]
[Index-Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (specify)]
11. Change of interest or redemption basis: *(Specify details of any provision for convertibility of Notes to another interest or redemption/payment basis)*
12. Put/Call options: [Condition 6(c)][(d)] will apply as specified below
[Not applicable]
13. (i) Status of the Notes: (Condition 2) Unsubordinated, unsecured
- (ii) Date [Board] approval for [] [and [], respectively]] (N.B. Only relevant where Board (or similar) authorisation is required

¹⁸ *The applicable Calculation Amount (which is used for the calculation of redemption and interest amounts (if any)) will be (i) if there is only one Denomination, the Denomination; or (ii) if there are several Denominations, the highest common factor of those Denominations. Note that a Calculation Amount of less than 1,000 units of the relevant currency may result in practical difficulties for Paying Agents and/or ICSDs who should be consulted if such an amount is proposed.*

issuance of Notes obtained: *for the particular tranche of Notes)] [Not applicable]*

14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Note provisions: [Applicable/Not applicable]
(Condition 3)
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

(i) Rate(s) of Interest: [] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrears]

(ii) Interest Payment Date(s): [dd/mm, dd/mm, dd/mm and dd/mm] in each year
 [adjusted in accordance with [specify] [Business Day Convention and any applicable Business Centre(s)] for the definition of "**Business Day**"] / [not adjusted]

(iii) Fixed Coupon Amount(s): [[] per Calculation Amount] [Not applicable]

(iv) Day Count Fraction: [30/360 / Actual/Actual (ICMA/ISDA) / Not applicable / other (specify)]

(v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/ Not applicable / other (give details)]

(vi) Business Centre(s): [Not applicable/give details]

(v) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not applicable/give details] *(Consider if day count fraction, particularly for Euro denominated issues, should be on an Actual/Actual basis)*

16. Floating Rate Note provisions: [Applicable/Not applicable]
(Condition 4)
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

(i) [Interest Period(s)] / [Specified Period]¹⁹: [] (specify)

(ii) Interest Payment Dates: [] (specify dates)

(iii) First Interest Payment Date: []

(iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)]

(v) Business Centre(s): [Not applicable/give details]

¹⁹ Select applicable option. "Specified Period" will only be applicable where Floating Rate Convention is applicable. In all other cases, select "Interest Period(s)".

Part G - Product Supplement for Interest Rate-Linked Notes and Warrants and Inflation Rate-Linked Notes and Warrants

- (vi) Screen Rate Determination: [Applicable / Not applicable]
 - (1) Reference Rate: [*specify LIBOR or other*]
 - (2) Interest Determination Date(s): []
 - (3) Relevant Screen Page: []
 - (4) Relevant Financial Centre: []
 - (vii) ISDA Determination: [Applicable / Not applicable]
 - (1) Floating Rate Option: []
 - (2) Designated Maturity: []
 - (3) Reset Date: []
 - (viii) Margin(s): [[+/-][] per cent. per annum] [Not applicable]
 - (ix) Day Count Fraction: []
 - (x) Relevant time: []
 - (xi) Minimum Rate of Interest: [[] per cent. per annum] [Not applicable]
 - (xii) Maximum Rate of Interest: [[] per cent. per annum] [Not applicable]
 - (xiii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: []
17. Variable Coupon Amount Note provisions: [Applicable/Not applicable]
(Condition 5)
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Payment Dates: []
 - (ii) Method of calculating interest: []
 - (iii) Business Centre(s): [Not applicable/give details]
18. Zero Coupon Note provisions: [Applicable/Not applicable]
(Condition 5)
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of interest on overdue amounts: []
 - (ii) Redemption formula: []
19. Index-Linked Interest Note/other variable-linked interest Note Provisions: [Applicable/Not applicable]
(If not applicable, delete the remaining

sub-paragraphs of this paragraph)

- (i) Index/Formula/other variable: *(Give or annex details – if appropriate, cross refer to Valuation Date definition in paragraph 40 below)*
 - (ii) Calculation Agent responsible for calculating the interest due: []
 - (iii) Provisions for determining interest where calculated by reference to Index and/or Formula and/or other variable: []
 - (iv) Provisions for determining interest where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [] *(Need to include a description of market disruption or settlement disruption events and adjustment provisions)[See Condition 21 and paragraph 40 below]*
 - (v) Interest or calculation period(s): []
 - (vi) Interest Payment Dates: []
 - (vii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/other *(give details)*]
 - (viii) Business Centre(s): []
 - (viii) Minimum Rate/Amount of Interest: [[] per cent. per annum] [Not applicable]
 - (ix) Maximum Rate/Amount of Interest: [[] per cent. per annum] [Not applicable]
 - (x) Day Count Fraction: []
20. Dual Currency Note provisions/Multi-currency Note provisions: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Currencies: []
 - (ii) Rate of exchange/ method of calculating rate of exchange *(give details)*²⁰
 - (iii) Provisions applicable where calculation by reference to rate of exchange impossible or impracticable: *(Need to include a description of Market disruption or settlement disruption events and adjustment provisions.)*

PROVISIONS RELATING TO REDEMPTION

21. Issuer's optional redemption (Call): [Applicable/Not applicable]

²⁰ *If denomination per unit is less than EUR100,000, include details of where past and future performance and volatility of the relevant rate(s) can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying.*

Part G - Product Supplement for Interest Rate-Linked Notes and Warrants and Inflation Rate-Linked Notes and Warrants

- (Condition 6(c))
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Redemption Amount (Call): per Calculation Amount (*specify — if not par, also specify details of any formula*)
- (ii) Series redeemable in part: per Calculation Amount (*specify — otherwise redemption will only be permitted of entire Series*)
- (iii) Call option date(s)/Call option period: (*specify*)
22. Noteholder's optional redemption (Put): [Applicable/Not applicable]
(Condition 6(d))
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Redemption Amount (Put): per Calculation Amount (*specify — if not par, also specify details of any formula*)
- (ii) Put Option date(s)/Put Option Period: (*specify*)
23. Final Redemption Amount of each Note: per Calculation Amount / Not applicable / (*specify — if not par, also specify details of any formula*)
(Condition 6(a))
24. Final Redemption Amount of each Note in cases where the Final Redemption Amount is Index-Linked or other variable-linked: per Calculation Amount] [Not applicable]
- (i) Index/Formula/other variable: (*give annex details*)
- (ii) Calculation Agent responsible for calculating the Final Redemption Amount:
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:
- (vi) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [See Condition 21 and paragraph 40 below]
- (vii) Minimum Final Redemption Amount:
- (viii) Maximum Final Redemption Amount:
25. Instalment Notes: [*specify*/Not applicable]
(Condition 6(a))

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Instalment Amounts: []
- (ii) Dates for payment of Instalments: []
26. Early Redemption Amount: Yes
- (i) Early Redemption Amount (upon redemption for taxation reasons, illegality or following an Event of Default): *(Conditions 6(b), 6(h) or 10)* [[100] per cent. of the Calculation Amount/Fair Market Value/other *(specify details)*]
- (ii) Other redemption provisions: *(Condition 6(i))* [[100] per cent. of the Calculation Amount/Fair Market Value/ Not applicable /other *(specify details)*]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

27. Form of Notes: *(Condition 1(a))*
- (i) Form of Notes: [Bearer Notes/Registered Notes/ Uncertificated Registered Notes]
- (ii) Bearer Notes exchangeable for Registered Notes: [Yes/No] *(Answer will be no where no Registered Notes or where the issue is wholly or partly a Rule 144A issue)*
28. [New Global Note *[(delete if Registered Note)]*]/ Issued under the new safekeeping structure *[(delete if Bearer Note)]*: [Yes/No]
29. If issued in bearer form:
- (i) Initially represented by a Temporary Global Note or Permanent Global Note: *[specify] (Notes may only be represented initially by a Permanent Global Note if these Final Terms specifies that TEFRA C Rules apply)*
- (ii) Temporary Global Note exchangeable for Permanent Global Note and/or Definitive Notes and/or Registered Notes: *(Condition 1(a))* Yes [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive notes only in limited circumstances specified in the Permanent Global Note / (specify)]
- (iii) Permanent Global Note exchangeable at the option of the bearer for Definitive Notes and/or Registered Notes: [Yes/No] *[If yes, specify: the Issuer waives its right to elect to exchange a Permanent Global Note for Definitive Notes in the circumstances described in paragraph (d) of the Permanent Global Note.]*
- (iv) Coupons to be attached to Definitive Notes²¹: [Yes/No/Not applicable]
- (N.B. This will need to be considered even if Permanent Global Notes are not exchangeable at the bearer's option into Definitive Notes because of exchangeability upon "melt down" of clearing systems - see provisions contained in Permanent*

²¹ *Definitive Notes will typically have coupons attached to them if interest bearing.*

Global Note)

- (v) Talons for future Coupons to be attached to Definitive Notes²²: [Yes/No/Not applicable]
(N.B. The above comment also applies here)
- (vi) (a) Definitive Notes to be security printed: [Yes/No]
(N.B. The above comment also applies here)
- (b) if the answer to (a) is yes, whether steel engraved plates will be used²³: [Yes/No/Not applicable]
- (vii) Definitive Notes to be in ICMA or successor's format: [Yes/No]
(N.B. The above comment also applies here)
- (viii) Issuer or Noteholder to pay costs of security printing: [Issuer/Noteholder/Not applicable]
30. Exchange Date for exchange of Temporary Global Note: Not earlier than 40 days after the Issue Date */(specify)*
31. Payments:
(Condition 8)
- (i) Method of payment: [Condition 8 applies / *(specify if other than by cheque or transfer to a designated account)*]
- (ii) Relevant Financial Centre Day: *(specify all places)*
- (iii) Local banking day specified for payments in respect of the Notes in global form: [Yes/ No]²⁴
32. Partly Paid Notes: [Yes/No]
(Condition 1)
- (If yes, specify number, amounts and dates for, and method of, payment of instalments of subscription monies and any further additional provisions (including forfeiture dates in respect of late payments of partly paid instalments))* *(specify)*
33. Redenomination:
(Condition 9)
- (i) Redenomination: [Applicable/Not applicable]
- (ii) Exchange: [Applicable/Not applicable]
34. Other final terms: [Not applicable/specify/See Annex]

²² Talons will be needed if there are 27 or more coupons.

²³ Answer to (a) and (b) should generally be 'yes' in all cases where Definitive Notes are to be printed.

²⁴ This should specify "No" unless, exceptionally, location of Principal Paying Agent is to be included as a business day for the purposes of payments whilst Notes are in global form in the clearing systems.

(When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently whether a drawdown prospectus or a new base prospectus would be required in respect of such final terms.)

DISTRIBUTION

35. (i) If syndicated, names [, addresses and underwriting commitments]²⁵ of Relevant Dealer(s)/Lead Manager(s): [Not applicable / HSBC Bank plc/other - give name] *(Give addresses and underwriting commitments)*²⁵

(ii) If syndicated, names [, addresses and underwriting commitments]²⁵ of other Dealers/Managers (if any): [Not applicable/other - give name] *(Give addresses and underwriting commitments)*²⁵

(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)

(iii) Date of Subscription Agreement:²⁵ []

(iv) Stabilising Manager(s) (if any): [Not applicable/give name]

36. If non-syndicated, name [and address]²⁵ of Relevant Dealer: [Not applicable/give name [and address]]²⁵

37. Total commission and concession: [[] per cent. of the Aggregate Principal Amount / Information not provided]²⁵

38. Selling restrictions: [For Bearer Notes: TEFRA C Rules/ TEFRA D Rules/TEFRA Not Applicable]

United States of America: [Notes may not be offered or sold within the United States of America or, to or for the account or the benefit of, a US person (as defined in Regulation S)]

[Notes may be offered or sold within the United States of America or, to or for the account or the benefit of, a US person (as defined in Regulation S) only in compliance with the provisions set forth under "Transfer Restrictions."]

Non-exempt Offer: [Not applicable][An offer of the Notes may be made by the Managers [and (specify, if applicable)] other than pursuant to Article 3(2) of the Prospectus Directive in (specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported) ("**Public Offer Jurisdictions**") during the period from (specify date) until (specify date) ("**Offer Period**"). See further paragraphs 25 to 36

²⁵ Not required for debt securities with a denomination per unit of at least EUR100,000.

of Part B below.

Additional selling restrictions: *(specify any modifications of, or additions to, selling restrictions contained in Dealer Agreement)*

39. Stabilisation: [Not applicable / **In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of 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 the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Managers) in accordance with all applicable laws and rules.**]

[PROVISIONS APPLICABLE TO INFLATION RATE-LINKED NOTES ONLY]²⁶

40. (i) Index/Indices: [•]
 (ii) Index Sponsor: [•]
 (iii) Related Bond: [Applicable/Not Applicable] *(if applicable and nothing further is specified, then it will be the Fallback Bond)*
 (iv) Issuer of Related Bond: [Applicable/Not Applicable] *(if applicable, specify)*
 (v) Valuation Date: []
41. Other terms or special conditions relating to Inflation Rate-Linked Notes: *(specify)*
- (i) Knock-in Event: [Applicable to *(specify relevant payment or delivery)*]
- Knock-in Event: [] is [greater than/greater than or equal to/less than/less than or equal to] the Knock-in Price/Knock-in Level
 - Knock-in Period Beginning Date (if other than as specified in the definition thereof) []

²⁶ Delete if Interest Rate-Linked Notes.

in Condition 21(a)):

- Knock-in Period []
Ending Date (if other than as specified in the definition thereof in Condition 21(a)):
- Knock-in Price/ []
Knock-in Level:
- Knock-in Valuation []
Time (if other than as specified in the definition thereof in Condition 21(a)):

(ii) Knock-out Event: [Applicable to (specify relevant payment or delivery)]

- Knock-out Event: [] is [greater than/greater than or equal to/less than/less than or equal to] the Knock-out Price/Knock-out Level
- Knock-out Period []
Beginning Date (if other than as specified in the definition thereof in Condition 21(a)):
- Knock-out Period []
Ending Date (if other than as specified in the definition thereof in Condition 21(a)):
- Knock-out Price/ []
Knock-out Level:
- Knock-out Valuation []
Time (if other than as specified in the definition thereof in Condition 21(a));

(iii) Automatic Early Redemption: Condition 21(c) [applies/does not apply]

- Automatic Early [] is [greater than/greater than or equal to/less than/less than or equal to] the Automatic Early Redemption Event: [Price/Level/Rate] as of [the/any] Automatic Early Redemption Valuation Date]
- Automatic Early []
Redemption Valuation Date(s):
- Automatic Early []
Redemption [Level/Price/Rate]:
- Automatic Early [] [Subject to adjustment in accordance with

Redemption Date(s): (specify relevant Business Day Convention)]

- Automatic Early []
Redemption Amount:

[LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required for issue and admission to trading of the Notes described herein pursuant to the Programme for the Issuance of Notes and Warrants of HSBC Bank plc.]

[In offers of Notes pursuant to Rule 144A insert:

TRANSFER RESTRICTIONS

Because of the following restrictions, purchasers of Notes offered in the United States in reliance on Rule 144A are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such Notes.

Each prospective purchaser of Notes offered in reliance on Rule 144A (a "**144A Offeree**"), by accepting delivery of these Final Terms and the accompanying Prospectus, will be deemed to have represented and agreed with respect to such Notes as follows:

- such 144A Offeree acknowledges that these Final Terms and the accompanying Prospectus is personal to such 144A Offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Notes other than pursuant to Rule 144A or in offshore transactions in accordance with Regulation S. Distribution of these Final Terms and the accompanying Prospectus, or disclosure of any of its contents, to any person other than such 144A Offeree and those persons, if any, retained to advise such 144A Offeree with respect thereto and other persons meeting the requirements of Rule 144A or Regulation S is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited; and
- such 144A Offeree agrees to make no photocopies of these Final Terms and the accompanying Prospectus or any documents referred to herein.

Each purchaser of Notes in reliance on Rule 144A ("**Restricted Notes**") will be deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Rule 144A are used herein as defined therein):

- The purchaser (A) is a qualified institutional buyer within the meaning of Rule 144A, (B) is acquiring the Notes for its own account or for the account of such a qualified institutional buyer, and (C) such person is aware that the sale of the Notes to it is being made in reliance on Rule 144A.
- The purchaser understands that the Rule 144A Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and the Notes offered hereby have not been and will not be registered under the Securities Act and may not be reoffered, resold, pledged or otherwise transferred except in accordance with the legend set forth below.
- The purchaser understands that the Rule 144A Global Registered Notes, the Restricted Global Registered Notes and any US Definitive Registered Notes (as defined in "*Summary of Provisions relating to the Notes while in Global Form*" in the accompanying Base Prospectus) issued in exchange for interests therein will bear a legend (the "**Rule 144A Legend**") to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

"THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR ANY STATE SECURITIES LAWS OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE

SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF THE ISSUER THAT THIS NOTE MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (A) IN THE UNITED STATES ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")), (B) TO NON-US PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT ("**REGULATION S**")) IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (D) TO THE ISSUER OR ITS AFFILIATES. THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

UNLESS OTHERWISE PROVIDED IN A PROSPECTUS SUPPLEMENT OR APPLICABLE FINAL TERMS, EACH PURCHASER OR TRANSFEREE OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED BY ITS ACQUISITION AND HOLDING OF THIS NOTE (OR ANY INTEREST HEREIN) TO HAVE REPRESENTED AND AGREED EITHER THAT (I) IT IS NOT (AND FOR SO LONG AS IT HOLDS THIS NOTE WILL NOT BE) (A) AN "**EMPLOYEE BENEFIT PLAN**" AS DESCRIBED IN SECTION 3(3) OF THE US EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO TITLE I OF ERISA, (B) A "PLAN" AS DESCRIBED IN SECTION 4975(E)(1) OF THE US INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") TO WHICH SECTION 4975 OF THE CODE APPLIES, (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE, OR ARE DEEMED TO INCLUDE, "**PLAN ASSETS**" BY REASON OF SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**") OR (D) ANY EMPLOYEE BENEFIT PLAN SUBJECT TO ANY US FEDERAL, STATE OR LOCAL LAW OR NON-US LAW ("**SIMILAR LAW**") THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (A "**SIMILAR LAW PLAN**"), OR (II) IT IS A SIMILAR LAW PLAN (THAT IS NOT A BENEFIT PLAN INVESTOR) AND ITS PURCHASE, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR LAW. ANY PURPORTED PURCHASE OR TRANSFER OF THIS NOTE THAT DOES NOT COMPLY WITH THE FOREGOING SHALL BE NULL AND VOID *AB INITIO*."

In addition, each purchaser of Restricted Notes acknowledges that the Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Restricted Notes for the account of one or more qualified institutional buyers it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Before any interest in a Note represented by a Restricted Global Registered Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in an Unrestricted Global Registered Note, the transferor will be required to provide the Registrar with written certification as to compliance with the transfer restrictions referred to in items (B) or (C) of the second paragraph of the legend set forth above. See "*Summary of Provisions relating to the Notes While in Global Form*" in the accompanying Base Prospectus.]

[**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. (*Relevant third party information*) has been extracted from (*specify source*). [The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information

published by (*specify source*), no facts have been omitted which would render the reproduced inaccurate or misleading.]]

CONFIRMED

HSBC BANK PLC

By:
Authorised Signatory

Date:

PART B - OTHER INFORMATION

1. LISTING

(i) Listing: [Application [will be/has been] made to admit the Notes to listing on the Official List of the Financial Services Authority [on or around the Issue Date/ *[insert date]*] pursuant to Listing Rule [17/19²⁷]. No assurance can be given as to whether or not, or when, such application will be granted/*other (specify)*/Not applicable]

(ii) Admission to trading: [Application [will be/has been] made for the Notes to be admitted to trading [on the Regulated Market/*other (specify)*] with effect from [the Issue Date/ *[insert date]*]. No assurance can be given as to whether or not, or when, such application will be granted.] [Application has been made to have the Notes admitted to trading on the PORTAL System of the US National Association of Securities Dealers.] [Not applicable]

*(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)*²⁸

(NB: Notes admitted to trading to the UK Regulated Market will also be admitted to the Official List as a matter of course.)

[(iii) Estimated total expenses of admission to trading:] [Information not provided / Not applicable / (specify amount)]²⁹

2. RATINGS

Ratings: [The long term senior debt of HSBC Bank plc has been rated:]

[S&P: [•]]
 [Moody's: [•]]
 [Fitch: []]
 [[Other]: [•]]

[The Notes have not specifically been rated.]/ [The Notes have been assigned a rating of [] by [].]³⁰

[Each of [Fitch, S&P and Moody's] are established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended).]

²⁷ *To be included in respect of all issues which are to be admitted to listing. Delete as appropriate. Please refer to the Listing Rules. Listing Rule 17 applies to debt securities, asset backed securities and convertible securities. Listing Rule 19 applies to securitised derivatives.*

²⁸ *Not required for debt securities with a denomination per unit of at least EUR100,000.*

²⁹ *Only required for debt securities with a denomination per unit of at least EUR100,000.*

³⁰ *Select only if the Notes are rated.*

[For these purposes, ["**S&P**" means Standard and Poor's Credit Market Services Europe Limited,] ["**Moody's**" means Moody's Investor Services Limited] [and] ["**Fitch**" means Fitch Ratings Limited].]

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but the rating it has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but is certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA and is not certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation.]

3. **NOTIFICATION**

[The Financial Services Authority ("**FSA**") [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the Financial Market Association (Austria), the Financial Services and Markets Authority (Belgium), the Autorité des marchés financiers (France), the Federal Financial Supervisory Authority (Germany), the Central Bank of Ireland (Ireland), the Commissione Nazionale per le Società e la Borsa (Italy), the Commission de Surveillance du Secteur Financier (Luxembourg), the Malta Financial Services Authority (Malta), the Comisión Nacional del Mercado de Valores (Spain) and the Netherlands Authority for the Financial Markets (Netherlands) with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.] [Not applicable]

4. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:)

["Save as discussed in ["*Subscription and Sale of Notes*"], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."] [Not applicable]

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and whether a drawdown prospectus or a new base prospectus would be required in respect of such final terms.)

5. **[REASONS FOR THE OFFER ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

(i) Reasons for the offer: []

(If reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)

(ii) Estimated net proceeds: []³¹

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(iii) Estimated total expenses: *(Include breakdown of expenses)*³²

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, (i.e. if the Final Redemption Amount may be less than 100 per cent of the nominal value of the Notes), it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

6. **[Fixed Rate Notes only - YIELD]**

Indication of yield: [Calculated as *[include details of method of calculation in summary form]* on the Issue Date]³³

[As set out above, the] [The] yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]]

7. **[Floating Interest Rate-Linked Notes only - HISTORIC INTEREST RATES]**

[Details of historic [LIBOR/EURIBOR/other (specify)] rates can be obtained from [Reuters].]³⁴

8. **[Index-Linked, Equity-Linked or other variable linked Notes only - EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING]**³⁵

(Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained (and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident)³⁶. Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Also include appropriate index disclaimers. Where the underlying is not an index, need to include equivalent information.)³⁷

³¹ Not required for debt securities with a denomination per unit of at least EUR100,000.

³² Not required for debt securities with a denomination per unit of at least EUR100,000.

³³ Not required for debt securities with a denomination per unit of at least EUR100,000.

³⁴ Not required for debt securities with a denomination per unit of at least EUR100,000.

³⁵ Refer to Prospectus Rules, Annex XII, paragraph 4.2.2 for disclosure requirements.

³⁶ Not required for debt securities with a denomination per unit of at least EUR100,000.

³⁷ Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies (i.e. if the Final Redemption Amount is less than 100 per cent. of the nominal value of the Notes).

(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and whether a drawdown prospectus or a new base prospectus would be required in respect of such final terms.)

[The Issuer [intends to provide post-issuance information (*specify what information will be reported and where it can be obtained*)] [does not intend to provide post-issuance information].]
[Not applicable]

9. **[Dual Currency / Multi-currency Notes only - PERFORMANCE OF RATE(S) OF EXCHANGE [AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS]³⁸**

(Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained (and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident))³⁸.

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently whether a drawdown prospectus or a new base prospectus would be required in respect of such final terms.)

OPERATIONAL INFORMATION

10. ISIN Code: /Not applicable]
11. Common Code: /Not applicable]
12. CUSIP: /Not applicable]
13. SEDOL: /Not applicable]
14. Intended to be held in a manner which would allow Eurosystem eligibility:³⁹ [Yes] [No]
(Note that the designation "Yes" simply means that the Notes are intended upon issue to be delivered to the Common Safekeeper acting as agent for Euroclear or Clearstream, Luxembourg[, and registered in the name of a nominee of one of Euroclear or Clearstream Luxembourg acting as common safekeeper [(include this text for Registered Notes)]] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][Include this text if "yes" selected, in which case bearer Notes must be issued in NGN form.)
15. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg [CREST/ None/specify other]

³⁸ Not required for debt securities with a denomination per unit of at least EUR100,000.

³⁹ Under current ECB requirements, in order to be eligible as collateral a security must, amongst other things, be denominated in Euros and listed on a regulated market or certain non-regulated markets such as STEP and Luxembourg EUR MTF. Accordingly, choose "No" if the Notes are not denominated in Euro or not listed on regulated market or any of the relevant non-regulated market as specified in Chapter 6 of the ECB's February 2011 "The Implementation of Monetary Policy in the Euro Area - General Documentation on Eurosystem monetary policy instruments and procedures" brochure.

and the relevant identification number(s):

16. Delivery: Delivery [against/free of] payment
17. Settlement procedures: [Eurobond/Medium Term Note/ *other (specify)*]
18. (i) Principal Agent⁴⁰/Registrar⁴¹: Paying [HSBC Bank plc] [*Other (specify)*]
- (ii) Additional Paying Agent(s) (if any): [None/ *specify*]
19. Common Depository: [HSBC Bank plc/Not applicable/*specify*]
20. Agent Bank/Calculation Agent: [HSBC Bank plc] [HSBC France] [*other (specify)*]
- is Calculation Agent to make calculations? [Yes/No]
 - if not, identify calculation agent: (*N.B. Calculation agent appointment letter required*)
21. Notices: [Condition 13 applies / *specify any other means of effecting communication*]
(*Condition 13*)
22. City in which specified office of Registrar to be maintained: [London / Not applicable / (*specify*)]
(*Condition 14*)
23. ERISA Considerations: [The Notes may not be purchased by "benefit plan investors". See "Certain ERISA Considerations" in the Base Prospectus for further information./*give details*] [Not applicable]

TERMS AND CONDITIONS OF THE OFFER (this section applies only to public offers)

24. Offer Price: [Issue Price][*other (specify)*]
25. Conditions to which the offer is subject: [Not applicable/*give details*]
26. Description of the application process: [Not applicable/*give details*]
27. Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not applicable/*give details*]
28. Details of the minimum and/or maximum amount of application: [Not applicable/*give details*]
29. Details of the method and time limits for paying up and delivering the Notes: [Not applicable/*give details*]
30. Manner in and date on which results of the offer are to be made public: [Not applicable/*give details*]
31. Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights [Not applicable/*give details*]

⁴⁰ Delete if Notes are Registered Notes.

⁴¹ Delete if Notes are Bearer Notes.

not exercised:

32. Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries: [Not applicable/*give details*]
33. Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not applicable/*give details*]
34. Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not applicable/*give details*]
35. Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: [Not applicable/*give details*]

PRO FORMA FINAL TERMS FOR INTEREST RATE-LINKED AND INFLATION RATE-LINKED WARRANTS

Set out below is the form of Final Terms which will be completed for each Tranche of Warrants issued under the Programme.

(When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently whether a drawdown prospectus or a new base prospectus would be required in respect of such terms or information.)

[Warrants issued pursuant to these Final Terms are securities to be listed under Listing Rule 19.⁴²]

Final Terms dated[]

Series No.: []

Tranche No.: []

HSBC Bank plc

Programme for the Issuance of Notes and Warrants

Issue of

[Number of Warrants]

[Title of Warrants]

[(to be consolidated and form a single series with the existing *[Insert details of existing Tranche(s)]* issued pursuant to HSBC Bank plc's Programme for the Issuance of Notes and Warrants)]

PART A - CONTRACTUAL TERMS

This document constitutes the Final Terms relating to the issue of the Tranche of Warrants described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Warrants (the "**Conditions**") set forth in the Base Prospectus dated 19 June 2012 in relation to the above Programme which [together with the supplemental prospectus[es] dated [•]] constitute[s] a base prospectus ("**Prospectus**") [for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**")]⁴³.

[This document constitutes the Final Terms of the Warrants described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus.]⁴⁴ Full information on the Issuer and the offer of the Warrants is only available on the basis of the combination of these Final Terms and the Prospectus. [The Prospectus is available for viewing at [address] [and] [website]⁴⁵ and copies may be obtained from [address].]

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the [2005/2006/2007/2008/2009/2010/2011] Conditions (the "**Conditions**"), which are defined in, and incorporated by reference into, the Base Prospectus dated 19 June 2012 and which are applicable to the Warrants. This document constitutes the Final Terms of the Warrants described herein [for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**")]⁴⁶ and

⁴² *To be included in respect of all Warrants which are to be admitted to listing.*

⁴³ *Only for Notes which are publicly offered or admitted to trading on a regulated market.*

⁴⁴ *Only for Notes which are publicly offered or admitted to trading on a regulated market.*

⁴⁵ *Only for Notes which are publicly offered or admitted to trading on a regulated market.*

⁴⁶ *Only for Notes which are publicly offered or admitted to trading on a regulated market.*

must be read in conjunction with the Base Prospectus dated 19 June 2012 which [together with the supplemental prospectus[(es)] dated [•]], constitute[s] a base prospectus for the purposes of the Prospectus Directive ("**Prospectus**"). Full information on the Issuer and the offer of the Warrants is only available on the basis of the combination of these Final Terms, the Conditions and the Prospectus. The Prospectus and the Conditions are available for viewing during normal business hours at [address] and [and] [website]⁴⁷ copies may be obtained from [address].

[For Warrants offered and sold in the United States of America include:

IMPORTANT NOTICES

THE WARRANTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), THE STATE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO US PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, THE WARRANTS ARE BEING OFFERED AND SOLD (A) IN THE UNITED STATES ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")) AND (B) TO NON-US PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLERS OF WARRANTS PURSUANT TO CLAUSE (A) ABOVE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B ("RSA 421-B") OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

AVAILABLE INFORMATION

To permit compliance with Rule 144A under the Securities Act in connection with resales of the Warrants, the Issuer will promptly furnish, upon request of a holder of a Warrant, to such holder and a prospective purchaser designated by such holder the information required to be delivered under Rule 144A(d)(4) if, at the time of such request, the Issuer is neither a reporting company under Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended, nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.]

It is advisable that prospective investors considering acquiring any Warrants should understand the risks of transactions involving the Warrants and it is advisable that they reach an investment decision after carefully considering, with their financial, legal, regulatory, tax, accounting and other advisers, the suitability of the Warrants in light of their particular circumstances (including without limitation their own financial circumstances and investment objectives and the impact the Warrants will have on their overall investment portfolio) and the information contained in the Prospectus and these Final Terms. Prospective investors should consider carefully the risk factors set forth under "*Risk Factors*" in the Prospectus.

⁴⁷ Only for Notes which are publicly offered or admitted to trading on a regulated market.

Part G - Product Supplement for Interest Rate-Linked Notes and Warrants and Inflation Rate-Linked Notes and Warrants

(Include whichever of the following apply or specify as "Not applicable". Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)

1. Issuer: HSBC Bank plc
2. Principal Warrant Agent: HSBC Bank plc
3. Calculation Agent: [HSBC Bank plc] [HSBC France]
4. Warrant Agent: HSBC Bank plc
5. (i) Series number: []
- (ii) [Tranche number: []
- (If fungible with an existing Series, details of that Series, including the date on which the Warrants become fungible).]*
6. Currency or currencies: []
7. Aggregate Number of Warrants in the:
 - [(i) Series: []
 - [(ii) Tranche:] []
8. Issue Date: []
9. Issue Price: [currency] [amount] per Warrant
10. Strike Price: [currency] [amount]
11. Listing of Warrants: [Application has been made for the Warrants to be admitted to the Official List of the UK Listing Authority and admitted to trading on the Regulated Market of the London Stock Exchange/other (specify)/ [on or around the Issue Date/ insert date/ None]
12. Date [Board] approval for the issuance of Warrants obtained: [] [and [], respectively]] [Not applicable]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Warrants)
13. Type of Warrants: [Not applicable]⁴⁸/[Inflation Rate-Linked]
14. Series represented by: [Global Warrant ⁴⁹]/[Global Registered Warrant]/[N/A]. Warrants in definitive form [will/will not] be issued.] [other (specify)]
- 14A. Form of Warrant: [Book-Entry Form Warrants/Registered

⁴⁸ Select "Not applicable" where Warrants are linked to interest but are not Inflation-Linked. The general Warrant Conditions set out in Part C will apply without additional provisions.

⁴⁹ Warrants will generally be in book-entry form represented by a Global Warrant. If, and only if Warrants are being sold in reliance on Rule 144A, will they be in registered form and represented by a Global Registered Warrant.

- Warrants/Uncertificated Registered Warrants]
15. Style of Warrants: The Warrants are [American/European/ Bermudan/ other (specify)] Style [Call/Put] Warrants. Condition [3(a)/3(b)/3(c)] is applicable.
16. (i) Expiry Date: [Time] [City] time (specify fallback if Expiry Date is not a business day, if not the Following Business Day Convention)
- (ii) Exercise Procedure: [Condition 4 is applicable/other (specify)]
- (iii) Automatic Exercise: [Applicable/Not Applicable]⁵⁰
- (iv) Exercise Period: (American Style Warrants only). [The period beginning from (and including) [] and ending on (and including) the Expiry Date]. [Not applicable]
- (v) Potential Exercise Date(s): (Bermudan Style Warrants only [insert date]) [Not applicable]
17. (i) Minimum Exercise Number: [] Warrants
- (ii) Permitted Multiple: [] Warrants
18. Cash Settlement: [Applicable. The Warrants are Cash Settlement Warrants. Condition 3(d) (Cash Settlement) [and Condition 3(f) (Optional Physical Settlement)] [applies/apply]]/[Not applicable].
- (i) Settlement Currency: []
- (ii) Cash Settlement Amount: []
- (iii) Cash Settlement Payment Date: []
19. Physical Settlement: [Applicable. The Warrants are Physical Settlement Warrants. Condition 3(e) (Physical Settlement) [and Condition 3(g) (Optional Cash Settlement)] [applies/apply]]/[Not applicable].
- (i) Strike Price Payment Date: []
- (ii) Settlement Date: []
- (Consider treatment of dividends)
- Stamp duty [is/ is not] currently payable by the Warrantholder on Security delivery. There [are/are no] restrictions on the transferability of the Securities.
20. Business Day: [As in the Conditions/other (specify)]
21. Expiry Business Day [] [Not applicable]
22. [Determination Date:] []⁵¹ [Not applicable]

⁵⁰ Refer to Listing Rule 19.2.6. If the Warrants are Retail Securitised Derivatives as defined in Listing Rule 19, then automatic exercise is required.

⁵¹ If Condition 3(f) (Optional Physical Settlement) or 3(g) (Optional Cash Settlement) is applicable.

23. Selling Restrictions: In addition to selling restrictions listed in "*Purchase and Sale of the Warrants*" contained in the Base Prospectus:

(Specify any selling restrictions applicable to the Warrants which are additional to, or in substitution for, those contained in the Base Prospectus)

24. Other Final Terms: []⁵²

[PROVISIONS APPLICABLE TO INFLATION RATE-LINKED WARRANTS ONLY]⁵³

25. (i) Index/Indices: [•]
 (ii) Index Sponsor: [•]
 (iii) Related Bond: [Applicable/Not Applicable] *(if applicable and nothing further is specified, then it will be the Fallback Bond)*
 (iv) Issuer of Related Bond: [Applicable/Not Applicable] *[if applicable specify]*
 (v) Valuation Date: []

[LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Warrants described herein pursuant to the Programme for the Issuance of Notes and Warrants of HSBC Bank plc.]

[In offer of Warrants pursuant to Rule 144A insert:

TRANSFER RESTRICTIONS

Because of the following restrictions, purchasers of Warrants offered in the United States in reliance on Rule 144A are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such Warrants.

Each prospective purchaser of Warrants offered in reliance on Rule 144A (a "**144A Offeree**"), by accepting delivery of these Final Terms and the accompanying Prospectus, will be deemed to have represented and agreed with respect to such Warrants as follows:

- (a) such 144A Offeree acknowledges that these Final Terms and the accompanying Prospectus is personal to such 144A Offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Warrants other than pursuant to Rule 144A or in offshore transactions in accordance with Regulation S. Distribution of these Final Terms and the accompanying Prospectus, or disclosure of any of its contents, to any person other than such 144A Offeree and those persons, if any, retained to advise such 144A Offeree with respect thereto and other persons meeting the requirements of Rule 144A or Regulation S is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited; and
- (b) such 144A Offeree agrees to make no photocopies of these Final Terms and the accompanying Prospectus or any documents referred to herein.

⁵² *If new term constitutes a "significant new factor", consider whether a drawdown prospectus or a new base prospectus is required.*

⁵³ *Delete if Interest Rate-Linked Warrants.*

Each purchaser of Warrants sold in reliance on Rule 144A ("**Restricted Warrants**") will be deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Rule 144A are used herein as defined therein):

- (1) The purchaser (A) is a qualified institutional buyer within the meaning of Rule 144A, (B) is acquiring the Warrants for its own account or for the account of a qualified institutional buyer, and (C) such person is aware that the sale of the Warrants to it is being made in reliance on Rule 144A.
- (2) The purchaser understands that the Rule 144A Warrants are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and the Warrants offered hereby have not been and will not be registered under the Securities Act and may not be reoffered, resold, pledged or otherwise transferred except in accordance with the legend set forth below.
- (3) The purchaser understands that certificates representing Restricted Warrants will bear a legend to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

"THIS WARRANT HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), ANY STATE SECURITIES LAWS OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION. EACH PURCHASER OF THIS WARRANT IS HEREBY NOTIFIED THAT THE SELLER OF THIS WARRANT MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER.

THE HOLDER HEREOF, BY PURCHASING THIS WARRANT, AGREES FOR THE BENEFIT OF THE ISSUER THAT THIS WARRANT MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (A) IN THE UNITED STATES ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")), (B) TO NON-US PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (D) TO THE ISSUER OR ITS AFFILIATES. THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS WARRANT FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.

UNLESS OTHERWISE PROVIDED IN A PROSPECTUS SUPPLEMENT OR APPLICABLE FINAL TERMS, EACH PURCHASER OR TRANSFEREE OF THIS WARRANT (OR ANY INTEREST HEREIN) WILL BE DEEMED BY ITS ACQUISITION AND HOLDING OF THIS WARRANT TO HAVE REPRESENTED AND AGREED EITHER THAT (I) IT IS NOT (A) AN "EMPLOYEE BENEFIT PLAN" AS DESCRIBED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO TITLE I OF ERISA, (B) A "PLAN" AS DESCRIBED IN SECTION 4975(E)(1) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") TO WHICH SECTION 4975 OF THE CODE APPLIES, (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE, OR ARE DEEMED TO INCLUDE, "PLAN ASSETS" BY REASON OF SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY (ANY OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**") OR (D) ANY EMPLOYEE BENEFIT PLAN SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (A "**SIMILAR LAW PLAN**"), OR (II) IT IS A SIMILAR LAW PLAN (THAT IS NOT A BENEFIT PLAN INVESTOR) AND ITS PURCHASE, HOLDING AND DISPOSITION OF THIS WARRANT (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR LAW. ANY PURPORTED PURCHASE OR TRANSFER OF THIS WARRANT THAT DOES NOT COMPLY WITH THE FOREGOING SHALL BE NULL AND VOID *AB INITIO*.

ANY EXERCISE OF THIS WARRANT WILL BE CONDITIONED ON (1) THE DELIVERY OF A DULY EXECUTED EXERCISE NOTICE BY THE HOLDER HEREOF AND (2) WITH RESPECT TO EXERCISE BY ANY US PERSON, THE UNDERLYING SECURITIES BEING (A) REGISTERED UNDER THE SECURITIES ACT OR (B) SUBJECT TO AN EXEMPTION FROM REGISTRATION THEREUNDER AT THE TIME OF SUCH EXERCISE."

- (4) Each purchaser of Restricted Warrants acknowledges that the Issuer, the Warrant Registrar, the Managers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Restricted Warrants for the account of one or more qualified institutional buyers it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.
- (5) Before any interest in a Warrant represented by a Restricted Global Registered Warrant may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in an Unrestricted Global Registered Warrant, the transferor will be required to provide the Registrar with written certification as to compliance with the transfer restrictions referred to in items (B) or (C) of the second paragraph of the legend set forth above. See "*Summary of Provisions relating to the Warrants While in Global Form*" in the accompanying Base Prospectus.]

[RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [Relevant third party information has been extracted from (*specify source*). [The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced inaccurate or misleading.]

CONFIRMED

HSBC BANK PLC

By:
Authorised Signatory

Date:

PART B - OTHER INFORMATION

1. LISTING

- (i) Listing: [Application [will be/has been] made to admit the Warrants to listing on the Official List of the Financial Services Authority pursuant to Listing Rule 19. No assurance can be given as to whether or not, or when, such application will be granted.]
- (ii) Admission to trading: [Application has been made for the Warrants to be admitted to trading [on the Regulated Market/*other (specify)*] with effect from [the Issue Date/ (*insert date*)]. No assurance can be given as to whether or not, or when, such application will be granted.]
[Application has been made to have the Warrants admitted to trading on the PORTAL System of the US National Association of Securities Dealers.]/[Not applicable]

(Where documenting a fungible issue need to indicate that original warrants are already admitted to trading.)

2. NOTIFICATION

[The Financial Services Authority ("FSA") [has been requested to provided/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the Financial Market Association (Austria), the Financial Services and Markets Authority (Belgium), the Autorité des marchés financiers (France), the Federal Financial Supervisory Authority (Germany), the Central Bank of Ireland (Ireland), the Commissione Nazionale per le Società e la Borsa (Italy), the Commission de Surveillance du Secteur Financier (Luxembourg), the Malta Financial Services Authority (Malta), the Comisión Nacional del Mercado de Valores (Spain) and the Netherlands Authority for the Financial Markets (Netherlands) with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.] [Not applicable]

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest May be satisfied by the inclusion of the following statement:)

"Save as discussed in ["Purchase and Sale of Warrants"], so far as the Issuer is aware, no person involved in the offer of the Warrants has an interest material to the offer."

4. [REASONS FOR THE OFFER ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer: []

(Specify reasons only if reasons are different from making profit/hedging purposes, otherwise: Not applicable)

- (ii) Estimated net proceeds: *(Specify if reasons for the offer are specified above under (i), otherwise: Not applicable.) (If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*
- (iii) Estimated total expenses: *(Specify if reasons for the offer are specified under (i) above, otherwise: Not applicable) (Include breakdown of expenses)*

5. **[Equity-Linked / Index-Linked Warrants only - EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING]⁵⁴**

(Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained ([and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident). Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Also include appropriate index disclaimers. Where the underlying is not an index, need to include equivalent information.)

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently whether a drawdown prospectus or a new base prospectus would be required in respect of such final terms.)

The Issuer [intends to provide post-issuance information (*specify what information will be reported and where it can be obtained*)] [does not intend to provide post-issuance information].

OPERATIONAL INFORMATION

6. ISIN Code: [[]/Not applicable]
7. Common Code: [[]/Not applicable]
8. CUSIP: [[]/Not applicable]
9. Valoren Number: [[]/Not applicable]
10. SEDOL: [[]/Not applicable]
11. Any clearing system(s) other than Euroclear, and Clearstream, Luxembourg and the relevant identification number(s): [None/specify]
12. Delivery: Delivery [against/free of] payment
13. Additional Warrant Agent(s) (if any): [None/specify]
14. Common Depository: [HSBC Bank plc/Not applicable/specify]
15. Notices: *(specify any other means of effecting communication)*
(Condition 10)

⁵⁴ Refer to Prospectus Rules, Annex XII, paragraph 4.2.2 for disclosure requirements.

16. City in which specified office of Warrant Registrar to be maintained: [London / Not applicable (*specify*)]
17. ERISA Considerations: [The Notes may not be purchased by "benefit plan investors". See "Certain ERISA Considerations" in the Base Prospectus for further information./give details] [Not applicable]

TERMS AND CONDITIONS OF THE OFFER (*this section applies only to public offers*)

18. Offer Price: [Issue Price][*other (specify)*]
19. Conditions to which the offer is subject: [Not applicable/*give details*]
20. Description of the application process: [Not applicable/*give details*]
21. Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not applicable/*give details*]
22. Details of the minimum and/or maximum amount of application: [Not applicable/*give details*]
23. Details of the method and time limits for paying up and delivering the Warrants: [Not applicable/*give details*]
24. Manner in and date on which results of the offer are to be made public: [Not applicable/*give details*]
25. Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not applicable/*give details*]
26. Categories of potential investors to which the Warrants are offered and whether tranche(s) have been reserved for certain countries: [Not applicable/*give details*]
27. Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not applicable/*give details*]
28. Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not applicable/*give details*]
29. Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: [Not applicable/*give details*]

**REGISTERED AND HEAD
OFFICE OF THE ISSUER**

HSBC Bank plc
8 Canada Square
London E14 5HQ
UK

**PRINCIPAL PAYING
AGENT, PRINCIPAL
WARRANT AGENT, ISSUE
AGENT, REGISTRAR,
TRANSFER AGENT AND
AUTHENTICATION AGENT**

DEALER

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UK

HSBC Bank plc
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London E14 5HQ
UK

CALCULATION AGENT

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75008 Paris
France

REGISTRAR

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**LEGAL ADVISERS TO
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as to English law

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