

PART F - PRODUCT SUPPLEMENT FOR COMMODITY/COMMODITY INDEX-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

Commodity/Commodity Index-Linked Notes and Warrants

This product supplement in relation to Commodity/Commodity Index-Linked Notes and Warrants constitutes Part F ("**Part F**") 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 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 F and any other statement in, or incorporated by reference in, other parts of the Base Prospectus, the statements in this Part F will prevail for the purposes of Part F.

Notes and Warrants issued pursuant to the Programme may include: "**Commodity/Commodity Index-Linked Notes**" and "**Commodity/Commodity Index-Linked Warrants**", being Notes and Warrants in relation to which the interest rate and/or redemption amount payable at maturity is linked to a commodity, basket of commodities or one or more commodity indices or the performance thereof over a defined period. This Part F provides information in relation to such Commodity/Commodity Index-Linked Notes and Warrants. This Supplement should be read together with Parts A and B of the Base Prospectus (in relation to Commodity/Commodity Index-Linked Notes) and Parts A and C of the Base Prospectus (in relation to Commodity/Commodity Index-Linked Warrants).

An investment in Commodity/Commodity Index-Linked Notes and Commodity/Commodity Index-Linked Warrants 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 F or any other information supplied in connection with the Commodity/Commodity Index-Linked Notes and Warrants and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer.

Neither this Part F nor any further information supplied in connection with the Commodity/Commodity Index-Linked Notes and Warrants (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 F or any other information supplied in connection with the Commodity/Commodity Index-Linked Notes and Warrants should subscribe for or purchase the Commodity/Commodity Index-Linked Notes and Warrants. Each investor contemplating subscribing for or purchasing the Commodity/Commodity Index-Linked Notes and Warrants should make its own independent investigation of the affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Part F nor any other information supplied in connection with the Commodity/Commodity Index-Linked Notes and Warrants constitutes an offer by or on behalf of the Issuer to subscribe for or purchase the Commodity/Commodity Index-Linked Notes and Warrants.

The distribution of this Part F and the offer, distribution or sale of Commodity/Commodity Index-Linked Notes and Warrants may be restricted by law in certain jurisdictions. The Issuer does not represent that this document may be lawfully distributed, or that the Commodity/Commodity Index-Linked Notes and Warrants 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 Commodity/Commodity Index-Linked Notes and Warrants or a distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Commodity/Commodity Index-Linked Notes and Warrants may be offered or sold, directly or indirectly, and neither this Part F 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 F or the Commodity/Commodity Index-Linked Notes and Warrants come must inform themselves about, and observe, any such restrictions.

Commodity/Commodity Index-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) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Notes may include Notes in bearer form that are subject to US tax law requirements.

Arranger and Dealer
HSBC

19 June 2012

CONTENTS

	Page
PART F - PRODUCT SUPPLEMENT FOR COMMODITY/COMMODITY INDEX-LINKED NOTES AND WARRANTS	F-1
PRODUCT DESCRIPTION – COMMODITY/COMMODITY INDEX-LINKED NOTES AND WARRANTS	F-3
ADDITIONAL PROVISIONS RELATING TO COMMODITY/COMMODITY INDEX-LINKED NOTES	F-5
PRO FORMA FINAL TERMS FOR COMMODITY/COMMODITY INDEX-LINKED NOTES	F-14
ADDITIONAL PROVISIONS RELATING TO COMMODITY/COMMODITY INDEX-LINKED WARRANTS	F-34
PRO FORMA FINAL TERMS FOR COMMODITY/COMMODITY INDEX-LINKED WARRANTS .	F-43

PRODUCT DESCRIPTION – COMMODITY/COMMODITY INDEX-LINKED NOTES AND WARRANTS

Notes and Warrants issued pursuant to the Programme may include Commodity/Commodity Index-Linked Notes and Commodity/Commodity Index-Linked Warrants, being Notes and Warrants in relation to which the interest rate and/or the final redemption amount payable at maturity or, in the case of Commodity/Commodity Index-Linked Warrants, the Cash Settlement Amount is dependent on the performance of a particular underlying Commodity or Commodity Index specified in the Final Terms (each a "**Commodity-Related Variable**").

There follows a description of certain types of Commodity/Commodity Index-Linked Notes that may be issued under the Programme. The Bank may issue Commodity/Commodity Index-Linked Notes and Commodity/Commodity Index-Linked Warrants under the Programme which combine elements of any of the Commodity/Commodity-Index Linked Notes described below or are linked to a Commodity or Commodity Index in a manner other than described below, details of which, in each case, will be provided in the relevant Final Terms. In the case of Commodity/Commodity Index-Linked Warrants, any element that relates to the redemption amount of Commodity/Commodity Index-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.

Capital protected Notes

Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of the aggregate face amount of the Notes *plus* an amount equal to the *product* of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Final Terms and any increase in the level or value of the Commodity-Related Variable (such amount not being subject to a maximum amount payable to the Noteholder ("**No Fixed Cap**")).

Capped Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of the aggregate face amount of the Notes *plus* an amount equal to the *product* of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Final Terms and any increase in the level or value of the Commodity-Related Variable (such amount being subject to a maximum amount payable to the Noteholder set on the issue date and expressed as a predefined percentage of the aggregate face amount of the Notes (a "**Fixed Cap**")).

Average Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated by reference to the average level of the Commodity-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.

Basket Digital Notes: Notes in relation to which, if there is an increase in the level or value of the Commodity-Related Variable(s) relating to a basket of commodities, the interest payable is a fixed amount.

Basket Digital Plus Notes: Notes in relation to which, if there is an increase in the level or value of the Commodity-Related Variable(s) relating to a basket of commodities, the interest payable is a fixed amount *plus* an amount equal to the *product* of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Final Terms and the increase in the level or value of the Commodity-Related Variable(s) relating to a basket of commodities.

Barrier Growth Notes: Notes under which the redemption amount payable to the Noteholder at maturity is calculated as the *sum* of the aggregate face amount of the Notes *plus* an amount equal to the *product* of the aggregate face amount of the Notes and a multiplier or participation rate specified in the Final Terms and any increase in the level or value of the Commodity-Related Variable **provided, however, that** the level or value of the Commodity-Related Variable is less than a predefined level or value at all times ("**Performance Cap**") at any time during the term of the Notes. If the level or value of the Commodity-Related Variable is equal to or higher than a predefined level or value at any time, the redemption amount payable to the Noteholder at maturity will be an amount equal to the aggregate face amount of the Notes and, in such circumstances, if so specified in the relevant Final Terms, a fixed amount of interest will be

payable to the Noteholder. 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.

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

Range Binary Notes: Notes in relation to which, if the Commodity-Related Variable remains within a specified range, the interest payable is a specified variable amount (calculated by reference to a formula in the Final Terms).

Wedding Cake Range Binary Notes: Notes in relation to which, if the Commodity-Related Variable remains within one of a number of specified ranges specified in the Final Terms, the interest payable is a specified variable amount (calculated by reference to a formula in the Final Terms) relating to the relevant range.

Cliquet Range Binary Notes: Notes in relation to which, if the Commodity-Related Variable remains within a specified range that resets on specified dates based on the level of the Commodity-Related Variable on such dates, the interest payable is a specified variable amount (calculated by reference to a formula in the Final Terms).

Non-capital protected Notes

Airbag: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) the *product* of the aggregate face amount of the Notes and any increase or decrease in the level or value of the Commodity-Related Variable during the term of the Note expressed as a percentage of the initial level or value of the Commodity-Related Variable **provided that** the amount payable at maturity is no less than a specified amount, or (ii) the *product* of the aggregate face amount of the Notes and (A) if there is an increase in the level or value of the Commodity-Related Variable during the term of the Notes, the *product* of a multiplier or participation rate specified in the Final Terms and such level or value expressed as a percentage of the initial level or value of the Commodity-Related Variable, or (B) if there is a decrease in the level or value of the Commodity-Related Variable during the term of the Notes, such level or value expressed as a percentage of the initial level or value of the Commodity-Related Variable. No interest is payable in respect of such Notes.

Reverse Convertible Notes: Notes in relation to which the interest payable is a fixed amount. If the final level or value of Commodity-Related Variable at maturity is higher than the initial level or value of the Commodity-Related Variable, the redemption amount payable to the Noteholder at maturity is the aggregate principal amount of the Notes, whereas, if the final level or value of Commodity-Related Variable is equal to or lower than the initial level or value of the Commodity-Related Variable, the redemption amount payable to the Noteholder at maturity is calculated by reference to a formula specified in the Final Terms applied to the aggregate principal amount of the Notes (such amount being less than the aggregate principal amount of the Notes).

Tracker Notes: Notes in relation to which the redemption amount payable to the Noteholder at maturity is calculated as either (i) the *product* of the aggregate face amount of the Notes and, if there is an increase in the level or value of the Commodity-Related Variable during the term of the Notes, such level or value expressed as a percentage of the initial level or value of the Commodity-Related Variable, or (ii) the *product* of the aggregate face amount of the Notes and, if there is a decrease in the level or value of the Commodity-Related Variable during the term of the Notes, such level or value expressed as a percentage of the initial level or value of the Commodity-Related Variable. No interest is payable in respect of such Notes.

**ADDITIONAL PROVISIONS RELATING TO COMMODITY/COMMODITY
INDEX-LINKED NOTES**

The following additional conditions shall be deemed to be added as Condition 21 to the terms and conditions set out in the section headed "*Terms and Conditions of the Notes*" appearing in "Part B - Information relating to the Notes Generally" of the Base Prospectus in respect of any issue of Commodity/Commodity Index-Linked Notes.

The terms and conditions of the Commodity/Commodity Index-Linked Notes shall consist of Condition 21, and in each case, the terms and conditions set out in the section headed "*Terms and Conditions of the Notes*" appearing in "Part B - Information relating to the Notes Generally" of the Base Prospectus, such information being incorporated by reference in this Prospectus (the "**Base Conditions**"), as amended or supplemented by the terms of each Tranche of Notes set out in the Final Terms (the "**Final Terms**"), examples of which are set out below.

21. **Provisions relating to Commodity/Commodity Index-Linked Notes**

(a) **Definitions**

As used in this Condition 21, and unless otherwise provided in the relevant Final Terms, the following expressions shall have the following meanings:

"**Additional Disruption Event**" means the occurrence of either (i) Hedging Disruption or (ii) Increased Cost of Hedging;

"**Associated Hedging Costs**" means any loss, or mark to market adjustment, which would be incurred by the Issuer and/or its affiliates as a result of terminating, liquidating, transferring, obtaining or re-establishing any swap agreement, financing arrangement or other hedging transaction entered into by or on behalf of the Issuer and/or its affiliates in relation to, as a result of or in connection with the issuance of the Notes (if any), subject to a minimum of zero;

"**Barrier Price**" shall have the meaning specified in the relevant Final Terms;

"**Basket of Commodities**" means a basket comprising two or more Commodities or Commodity Indices;

"**Calculation Agent Determination**" means that the Calculation Agent will determine the Relevant Price (or a method for determining a Relevant Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information it deems relevant;

"**Cancellation**" means that all but not some only of the Notes shall be redeemed, each Note being redeemed by payment of an amount equal to the fair market value of such Note, less any Associated Hedging Costs, all as determined by the Calculation Agent in its sole and absolute discretion;

"**Commodity**" means, the commodity (or commodities) or futures contract on a commodity (or commodities) specified in the relevant Final Terms, and related expressions shall be construed accordingly;

"**Commodity Business Day**" means:

- (i) where the Commodity Reference Price is announced or published by an Exchange, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which that Exchange is open for trading during its regular trading sessions and notwithstanding any such Exchange closing prior to its Scheduled Closing Time; or
- (ii) in any other case, a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published), a price;

"**Commodity Fallback Value**" means the arithmetic mean of the quotations provided to the Calculation Agent by each of the Reference Dealers as its Commodity Reference Price for the

relevant Pricing Date of the relevant Commodity, **provided that** if only three such quotations are so provided, the Commodity Fallback Value shall be the Commodity Reference Price remaining after disregarding the Commodity Reference Prices having the highest and lowest values (or if more than one such highest or lowest, one only of them). If fewer than three such quotations are so provided, it will be deemed that such value cannot be determined and the relevant value shall be the good faith estimate of the Calculation Agent;

"Commodity Index" means each index specified as such in the relevant Final Terms or an index comprising one or more commodities or contracts for the future delivery of a commodity (each a **"Component"**);

"Commodity Price" means, in respect of a Commodity or a Component as applicable, the price or other unit of quotation for such Commodity or Component specified in the relevant Final Terms;

"Commodity Reference Price" means, (i) in respect of any Commodity, the Commodity Reference Price specified in the relevant Final Terms and (ii) in respect of any Commodity Index, the Commodity Reference Price specified in the relevant Final Terms or, if not so specified, the official closing price of such Commodity Index;

"Delayed Publication and Announcement" means that the Relevant Price for a Pricing Date will be determined based on the Specified Price in respect of the original day scheduled as such Pricing Date that is published or announced by the relevant Price Source retrospectively on the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) or the Relevant Price continues to be unavailable for consecutive Commodity Business Days equal in number to the Specified Maximum Days of Disruption. In that case, the next Disruption Fallback specified in the relevant Final Terms will apply.

"Delivery Date" means, in respect of a Commodity Reference Price, the relevant date or month for delivery of the underlying Commodity (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (i) if a date is, or a month and year are, specified in the relevant Final Terms, that date or that month and year;
- (ii) if a Nearby Month is specified in the relevant Final Terms, the month of expiration of the relevant Futures Contract; and
- (iii) if a method is specified in the relevant Final Terms for the purpose of determining the Delivery Date, the date or the month and year determined pursuant to that method;

"Disappearance of Commodity Reference Price" means (i) the permanent discontinuation of trading, in the relevant Futures Contract on the relevant Exchange or (ii) the disappearance of, or of trading in, the relevant Commodity or Component or (iii) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract, Commodity or Component;

"Disrupted Day" means any Commodity Business Day on which a relevant Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

"Disruption Fallback" means each of Calculation Agent Determination, Cancellation, Delayed Publication and Announcement, Commodity Fallback Value, Fallback Commodity Price, and Postponement, which are specified as applicable in the relevant Final Terms;

"Exchange" means, in respect of a Commodity, the exchange or principal trading market for such Commodity specified in the relevant Final Terms or in the Commodity Reference Price and in the case of a Commodity Index, the exchange or principal trading market for each Component comprising such Commodity Index;

"Fallback Commodity Price" means that the Calculation Agent shall determine the Relevant Price of the relevant Commodity using the Commodity Price specified in the relevant Final Terms as an alternative Commodity Price;

"Futures Contract" means, in respect of a Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity or Commodity Index referred to in that Commodity Reference Price;

"Hedging Disruption" means that the Issuer and/or its affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) the Issuer and/or its affiliates deem necessary to hedge the risk of issuing and performing any obligations with respect to the Notes or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s);

"Increased Cost of Hedging" means that the Issuer and/or its affiliates would incur a materially increased cost (as compared with circumstances existing on the Issue Date), amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) the Issuer and/or its affiliates deem necessary to hedge the risk of entering into and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging;

"Index Component Disruption Event" means:

- (i) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Components published on any date between the Issue Date and such Pricing Date that is not a price published by the usual exchange or price source, but is a price determined by the Price Source; or
- (ii) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Components published by the usual exchange or price source on any date between the Issue Date and such Pricing Date that, in the opinion of the Calculation Agent, has been calculated or published subject to the occurrence of market disruption or similar, or otherwise not in accordance with the usual, then-current, method used by such exchange or price source;

"Material Change in Content" means the occurrence since the Trade Date of a material change in the content, composition or constitution of the relevant Commodity or Futures Contract or, in the case of a Commodity Index, Component;

"Material Change in Formula" means the occurrence since the Trade Date of a material change in the formula for or the method of calculating the relevant Commodity Reference Price;

"Nearby Month", when preceded by a numerical adjective, means, in respect of a Delivery Date and a Pricing Date, the month of expiration of the Futures Contract identified by that numerical adjective, so that, for example, (A) **"First Nearby Month"** means the month of expiration of the first Futures Contract to expire following that Pricing Date; (B) **"Second Nearby Month"** means the month of expiration of the second Futures Contract to expire following that Pricing Date; and (C) **"Sixth Nearby Month"** means the month of expiration of the sixth Futures Contract to expire following that Pricing Date;

"Postponement" means that the Pricing Date will be deemed, for purposes of the application of this Disruption Fallback only, to be the first succeeding Commodity Business Day or on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) for consecutive Commodity Business Days equal in number to the Specified Maximum Days of Disruption. In that case, the next Disruption Fallback specified in the relevant Final Terms will apply;

"Price Fixation Event" means the enactment, promulgation, execution or notification of, or any change in or amendment to, any law (or the application or interpretation of any law, as determined by a court or regulatory authority of competent jurisdiction or as determined by the opinion of independent legal counsel nominated by the Issuer) that occurs after the Issue Date which would result in the fixing of the prices at which any relevant Commodity may be bought and sold which does not reflect normal market response to supply and demand vis a vis that which would exist if prices were not so fixed;

"Price Source" means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the relevant Commodity Reference Price;

"Price Source Disruption" means (i) the failure of the Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price, or (ii) the temporary or permanent discontinuance or unavailability of the Price Source;

"Pricing Date" means each date specified in the relevant Final Terms or if that is not a Commodity Business Day the immediately succeeding Commodity Business Day;

"Reference Dealers" means four leading dealers in the relevant Commodities market selected by the Calculation Agent;

"Relevant Price" means, for any Pricing Date, the price, expressed as a price per unit of the Commodity or the price of the Commodity Index, determined with respect to that day for the specified Commodity Reference Price calculated as provided in this Condition 21 and the relevant Final Terms;

"Scheduled Closing Time" means, in respect of an Exchange, the scheduled weekday closing time of such Exchange on such Commodity Business Day, without regard to after hours or any other trading outside of the regular trading session hours;

"Specified Maximum Days of Disruption" means two (2) Commodity Business Days or such other number of Specified Maximum Days of Disruption specified in the relevant Final Terms;

"Specified Price" means, in respect of a Commodity Reference Price any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the relevant Final Terms (and, if applicable, as of the time so specified): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the spot price; or (O) any other price specified in the relevant Final Terms on the Pricing Date;

"Strike Price" shall have the meaning specified in the relevant Final Terms;

"Tax Disruption" means the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the relevant Commodity, or in the case of a Commodity Index, Component (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Price on the day that would otherwise be a Pricing Date from what it would have been without that imposition, change or removal;

"Trade Date" means the date specified as such in the relevant Final Terms;

"Trading Disruption" means the material suspension of, or the material limitation imposed on, trading in the relevant Futures Contract or the Commodity or, in the case of a Commodity Index, Component on the Exchange or in any additional futures contract, options contract or commodity on any Exchange as specified in the relevant Final Terms. For these purposes:

- (i) a suspension of the trading in the Futures Contract, Commodity or Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if:
 - (A) all trading in the Futures Contract, Commodity or Component, as the case may be, is suspended for the entire Pricing Date; or
 - (B) all trading in the Futures Contract, Commodity or Component, as the case may be, is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract, Commodity or Component, as the case may be, on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (ii) a limitation of trading in the relevant Futures Contract, Commodity or Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the relevant Futures Contract, Commodity or Component, as the case may be, may fluctuate and the closing or settlement price of the relevant Futures Contract, Commodity or Component, as the case may be, on such day is at the upper or lower limit of that range;

"Valuation Time" means, in relation to each Commodity or Commodity Index to be valued on any date, the time on such date specified as such in the relevant Final Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on such date in relation to such Commodity or Commodity Index, as applicable. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; and

"Weighting" has the meaning specified in the relevant Final Terms.

(b) ***Market Disruption***

"Market Disruption Event" means, in respect of a relevant Commodity or Commodity Index and as determined by the Calculation Agent, the occurrence or existence of:

- (i) in the case of all Commodities and each Commodity Index, a Price Source Disruption, Trading Disruption, Disappearance of Commodity Reference Price and/or a Price Fixation Event and in addition;
- (ii) in the case of each Commodity Index and all Commodities other than Gold, Silver, Platinum or Palladium, Material Change in Formula, Material Change in Content and/or Tax Disruption, and;
- (iii) in the case of a Commodity Index, an Index Component Disruption Event.

The Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with Condition 13 of the occurrence of a Market Disruption Event and the action proposed to be taken in relation thereto.

(c) ***Consequences of a Market Disruption Event and Disruption Fallbacks***

Upon a Market Disruption Event occurring or continuing on any Pricing Date (or, if different, the day on which prices/or that Pricing Date would, in the ordinary course, be published by the Price Source), the Calculation Agent shall apply the applicable Disruption Fallback in respect of the relevant Market Disruption Event in determining the consequence of the Market Disruption Event, or, if in the sole and absolute discretion of the Calculation Agent, it is not possible to apply the specified Disruption Fallback, the Calculation Agent shall apply the next applicable Disruption Fallback as specified in the relevant Final Terms. A Disruption Fallback is applicable if it is specified in the relevant Final Terms and shall apply in the order so specified. If no Disruption Fallback is specified, the Calculation Agent shall take the relevant actions specified below:

(i) *Disappearance of Commodity Reference Price, a Material Change in Formula, or a Material Change in Content*

If, with respect to the relevant Pricing Date, the Calculation Agent considers that there is in existence (i) a Disappearance of Commodity Reference Price, or (ii) a Material Change in Formula, or (iii) a Material Change in Content, then:

- (A) the Calculation Agent shall determine if such event has a material effect on the Notes and, if so, shall calculate the relevant Interest Amount and/or make another relevant calculation using, in lieu of a published price for that Commodity or Component, as the case may be, the price for that Commodity or Component, as the case may be, as at the time specified on that Pricing Date as determined by the Calculation Agent taking into consideration the latest available quotation for such Commodity or Component, as the case may be, and any other information that in good faith it deems relevant; or
- (B) unless Delayed Redemption on Occurrence of Market Disruption Event is specified as being applicable in the relevant Final Terms, on giving notice to Noteholders in accordance with Condition 13, the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of such Note, less any Associated Hedging Costs, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with Condition 13; or
- (C) if Delayed Redemption on Occurrence of Market Disruption Event is specified as being applicable in the relevant Final Terms, the Calculation Agent shall calculate the fair market value of each Note, taking into account the Market Disruption Event, less any Associated Hedging Costs (the "**Calculated Market Disruption Amount**") as soon as practicable following the occurrence of the Market Disruption Event (the "**Calculated Market Disruption Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to the Calculated Market Disruption Amount plus interest accrued from and including the Calculated Market Disruption Amount Determination Date to but excluding the Maturity Date at a rate equal to Issuer's funding cost at such time.

(ii) *Consequences of a Tax Disruption*

If the Calculation Agent determines in good faith that a Tax Disruption has occurred or exists in respect of a Pricing Date, the Calculation Agent shall determine if such Tax Disruption has a material effect on the Notes and if so (i) shall effect any adjustments that it deems in good faith necessary to the terms and conditions of the Notes or, (ii) if it determines that such adjustments cannot be made on giving notice to Noteholders in accordance with Condition 13, the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of a Note, less any Associated Hedging Costs, all as determined by the Calculation Agent in its sole and absolute discretion.

(iii) *Consequences of a Price Source Disruption, Trading Disruption and Price Fixation Event*

If, with respect to the relevant Pricing Date, a Price Source Disruption, Trading Disruption or a Price Fixation Event has been in existence in excess of the Specified Maximum Days of Disruption, then the Calculation Agent shall apply the Commodity Fallback Value in order to determine the Relevant Price for that Pricing Date and each subsequent Pricing Date (if any).

(iv) *Consequences of an Index Component Disruption*

If the Calculation Agent determines that, on a Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source) an Index Component Disruption Event has occurred or exists then the Calculation Agent shall determine the Relevant Price (or a method for determining the Relevant Price) for that Pricing Date and each subsequent Pricing Date (if any).

(d) *Consequences of an Additional Disruption Event*

Following the occurrence of any Additional Disruption Event, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the relevant Notes shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Notes shall continue, it may make such adjustment(s) as it, in its sole and absolute discretion, determines to be appropriate, if any, to the formula for the Final Redemption Amount set out in the relevant Final Terms and any other variable relevant to the payment terms of the relevant Notes and/or any other adjustment which change or adjustment shall be effective on such date selected by the Calculation Agent in its sole and absolute discretion. If the Calculation Agent determines in its sole and absolute discretion that the relevant Notes shall be terminated, then the Notes shall be terminated as of the date selected by the Calculation Agent in its sole and absolute discretion and the entitlements of the relevant Noteholders to receive the relevant Final Redemption 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 Notes shall be satisfied in full upon payment of such amount, less any Associated Hedging Costs, 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 termination of the Notes.

(e) *Correction of Commodity Reference Price*

With the exception of any corrections published after the day which is three Commodity Business Days prior to the due date for any payment under the Notes, if the Commodity Reference Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction published by the relevant Exchange or any other person responsible for the publication or announcement of the Commodity Reference Price within 30 calendar days of the original publication, the price to be used shall be the price of the relevant Commodity as so corrected. Corrections published after the day which is three Commodity Business Days prior to a due date for payment under the Notes will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

(f) *Knock-in-Event and Knock-out Event*

- (i) If "Knock-in Event" is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, any payment under the relevant Notes which is expressed in the relevant Final Terms to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.
- (ii) If "Knock-out Event" is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, any payment under the relevant Notes which is expressed in the relevant Final Terms to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.
- (iii) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the relevant Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Commodity Reference Price triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event occurs or exists, then, unless otherwise specified in the relevant Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

- (iv) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then, unless otherwise specified in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

(g) **Definitions relating to Knock-in Event/Knock-out Event**

Unless otherwise specified in the relevant Final Terms:

"Knock-in Determination Day" means the date(s) specified as such in the relevant Final Terms;

"Knock-in Determination Period" means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

"Knock-in Event" means (i) in the case of a single Commodity, that the Commodity Reference Price determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is and (ii) in the case of a Basket of Commodities, that the amount determined by the Calculation Agent equal to the sum of the values calculated for each Commodity as the product of (x) the Relevant Price as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is (A) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Price, as specified in the relevant Final Terms;

"Knock-in Price" means (i) in the case of a single Commodity, the Relevant Price or (ii) in case of a Basket of Commodities, the price, in each case specified as such or otherwise determined in the relevant Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 21(c) (*Consequences of a Market Disruption Event and Disruption Fallbacks*);

"Knock-in Period Beginning Date" means the date specified as such in the relevant Final Terms or, if the Knock-in Period Beginning Date Commodity Business Day Convention is specified as applicable in the relevant Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

"Knock-in Period Ending Date" means the date specified as such in the relevant Final Terms or, if the Knock-in Period Ending Date Commodity Business Day Convention is specified as applicable in the relevant Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

"Knock-in Valuation Time" means the time or period of time on any Knock-in Determination Day specified as such in the relevant Final Terms or in the event that the relevant Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

"Knock-out Determination Day" means the date(s) specified as such in the relevant Final Terms;

"Knock-out Determination Period" means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

"Knock-out Event" means (i) in the case of a single Commodity, that the Relevant Price determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is and (ii) in the case of a Basket of Commodities, that the amount determined by the Calculation Agent equal to the sum of the values for each Commodity as the product of (x) the Commodity Reference Price as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Level as specified in the relevant Final Terms;

"Knock-out Price" means (i) in the case of a single Commodity, the Relevant Price or (ii) in the case of a Basket of Commodities, the price, in each case specified as such or otherwise determined in the relevant Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 21(c) (*Consequences of a Market Disruption Event and Disruption Fallbacks*);

"Knock-out Period Beginning Date" means the date specified as such in the relevant Final Terms or, if the Knock-out Period Beginning Date Commodity Business Day Convention is specified as applicable in the relevant Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

"Knock-out Period Ending Date" means the date specified as such in the relevant Final Terms or, if the Knock-out Period Ending Date Commodity Business Day Convention is specified as applicable in the relevant Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day; and

"Knock-out Valuation Time" means the time or period of time on any Knock-out Determination Day specified as such in the relevant Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

PRO FORMA FINAL TERMS FOR COMMODITY/COMMODITY INDEX-LINKED NOTES

Set out below is the form of Final Terms which will be completed for each Tranche of Commodity/Commodity Index-Linked 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]¹.]

FINAL TERMS

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**")]².

[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.]³ 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]⁴ 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.

¹ 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.

² Only for Notes which are publicly offered or admitted to trading on a regulated market.

³ Only for Notes which are publicly offered or admitted to trading on a regulated market.

⁴ 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**")]⁵ 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]⁶. 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]⁷ and copies may be obtained from [address].

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: | [] |
| | | <i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]</i> | |
| | (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: | [] |

⁵ Only for Notes which are publicly offered or admitted to trading on a regulated market.

⁶ Only for Notes which are publicly offered or admitted to trading on a regulated market.

⁷ Only for Notes which are publicly offered or admitted to trading on a regulated market.

4. Aggregate Principal Amount [of Notes admitted to trading]⁸:
- [(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) []⁹
- (Condition 1(b)):
- (ii) Calculation Amount¹⁰: []
7. (i) Issue Date: []
- (ii) Interest Commencement Date: []
8. Maturity Date: (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: [[] per cent. Fixed Rate]
- (Conditions 3 to 5) [[specify reference rate]+/- [] per cent. Floating Rate Notes]
- [Variable Coupon Amount]
- [Zero Coupon Notes]
- [Index-Linked Interest Notes]
- [Other (specify)]
- (further particulars specified below)

⁸ Delete for debt securities with a denomination per unit of less than EUR 100,000.

⁹ 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.

¹⁰ 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.

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: Unsubordinated, unsecured
 (Condition 2)
- (ii) Date [Board] approval for issuance of Notes obtained: [] [and []], respectively]] (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)] [Not applicable]
14. Method of distribution: [Syndicated/Non-syndicated]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

15. Fixed Rate Note provisions: [Applicable/Not applicable]
 (Condition 3)
 (If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) Rate of Interest: [] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]
- (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 Amounts(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]
- (vi) 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]¹¹: [] (specify)
- (ii) Interest Payment Dates: [] (specify dates)
 (If Business Day Convention embedded in Condition 4(b) is not to apply, specify alternative convention)
- (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]
- (vi) Screen Rate Determination: [Applicable / Not applicable]
- (1) Reference Rate: (specify LIBOR or other)
- (2) Interest Determination Date: []
- (3) Relevant Screen Page: []
- (4) Relevant Financial Centre: []
- (vii) ISDA Determination: [Applicable / Not applicable]
- (5) Floating Rate Option: []
- (6) Designated Maturity: []
- (7) Reset Date: []
- (viii) Margin: [[+/-][] per cent. per annum] [Not applicable]
- (ix) Day Count Fraction: []
- (x) Relevant time: []
- (xi) Minimum Interest Rate: [[] per cent. per annum] [Not applicable]
- (xii) Maximum Interest Rate: [[] 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 []

¹¹ Select applicable option. "Specified Period" will only be applicable where Floating Rate Convention is applicable. In all other cases, select "Interest Period(s)".

Floating Rate Notes, if different from those set out in the Conditions:

- | | | |
|-----|--|---|
| 17. | Variable Coupon Amount Note provisions:
(Condition 5) | [Applicable/Not applicable]

<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i> |
| | (i) Interest Payment Dates: | [] |
| | (ii) Method of calculating interest: | [] |
| | (iii) Business Centre(s): | [Not applicable/give details] |
| 18. | Zero Coupon Note provisions:
(Condition 5) | [Applicable/Not applicable]

<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i> |
| | (i) Rate of interest on overdue amounts: | [] |
| | (ii) Redemption formula: | [] |
| 19. | Index-Linked Interest Note/other variable-linked interest Note Provisions: | [Applicable/Not applicable]

<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i> |
| | (i) Index/Formula/other variable: | <i>(give or annex details – if appropriate, cross-refer to Valuation Date definition in paragraph 34 below)</i> |
| | (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: | [] <i>[Need to include a description of market disruption or settlement disruption events and adjustment provisions]</i> [See Condition 21 and paragraph 34 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): []
- (ix) Minimum Rate/Amount of Interest: [] per cent. per annum
- (x) Maximum Rate/Amount of Interest: [] per cent. per annum
- (xi) Day Count Fraction: []
20. Dual Currency Note provisions/Multi-currency Note provisions: [Applicable/Not applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Currencies: []
- (ii) Exchange Rate(s): [*give details*]¹²
- (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]
(Condition 6(c))
- (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))
- (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))

¹² *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.*

24. Final Redemption Amount of each Note in cases where the Final Redemption Amount is Commodity/Commodity Index-Linked or other variable-linked: [[] per Calculation Amount] [Not applicable]
- (i) Index/Formula/ other variable: *(give or annex details)*
- (ii) Calculation Agent responsible for calculating the Final Redemption Amount: []
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Commodity/Index and/or Formula and/or other variable: [] *(Need to include a description of market disruption or settlement disruption events and adjustment provisions)* [See Condition 21 and paragraph 34 below]
- (iv) Business Centre(s): []
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Equity/Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: []
- (vi) Minimum Final Redemption Amount: []
- (vii) Maximum Final Redemption Amount: []
25. Instalment Notes: *[specify/Not applicable]*
- (Condition 6(a))* *(If not applicable, delete the remaining subparagraphs 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*)
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 Notes¹³: [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 Global Note)
- (v) Talons for future Coupons to be attached to Definitive Notes¹⁴: [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 used¹⁵: [Yes/No/Not applicable]

¹³ Definitive Notes will typically have coupons attached to them if interest bearing.

¹⁴ Talons will be needed if there are 27 or more coupons.

¹⁵ Answer to (a) and (b) should generally be 'yes' in all cases where Definitive Notes are to be printed.

Part F - Product Supplement for Commodity/Commodity Index-Linked Notes and Warrants

- | | | |
|--------|--|--|
| (vii) | Definitive Notes to be in ICMA or successor's format: | [Yes/No]
<i>(N.B. The above comment also applies here)</i> |
| (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 <i>/(specify)</i> |
| 31. | Payments:
<i>(Condition 8)</i> | |
| (i) | Method of payment: | [Condition 8 applies / <i>(specify if other than by cheque or transfer to a designated account)</i>] |
| (ii) | Relevant Financial Centre Day: | <i>(specify all places)</i> |
| (iii) | Local banking day specified for payments in respect of the Notes in global form: | [Yes/ No] ¹⁶ |
| 32. | Partly Paid Notes:
<i>(Condition 1)</i> | [Yes/No] |
| | <i>(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))</i> | <i>(specify)</i> |
| 33. | Redenomination:
<i>(Condition 9)</i> | |
| (i) | Redenomination: | [Applicable/Not applicable] |
| (ii) | Exchange: | [Applicable/Not applicable] |
| 34. | Valuation Date: | [] [Not applicable] |
| 35. | Other final terms: | [Not applicable/specify/See Annex]

<i>(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.)</i> |

PROVISIONS APPLICABLE TO COMMODITY/COMMODITY INDEX-LINKED NOTES

- | | | |
|-----|--|---|
| 36. | (i) Commodity/ Commodities/ Commodity Index/Commodity Indices: | <i>(specify Commodity/Commodities/Commodity Index/ Commodity Indices)</i> |
|-----|--|---|

¹⁶ 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.

Part F - Product Supplement for Commodity/Commodity Index-Linked Notes and Warrants

- [The Sponsor[s] of the Commodity Index/Indices is/are *[specify]*]
- (ii) Pricing Date(s): *[specify]*
 - (iii) Trade Date: *[specify]*
 - (iv) Barrier Price *[specify]*
 - (v) Strike Price *[specify]*
 - (vi) Commodity Reference Price: *[specify]*
- The Price Source is/are *[specify]*
- (vii) Commodity Price *[specify]*
 - (viii) Delivery Date: *[specify]*
 - (ix) Nearby Month: *[specify]*
 - (x) Specified Price:
 - [high price]*
 - [low price]*
 - [average of the high price and the low price]*
 - [closing price]*
 - [opening price]*
 - [bid price]*
 - [asked price]*
 - [average of the bid price and the asked price]*
 - [settlement price]*
 - [official settlement price]*
 - [official price]*
 - [morning fixing]*
 - [afternoon fixing]*
 - [spot price]*
 - [other]*
 - (xi) Exchange: *[specify]*
 - (xii) Disruption Fallback(s): *[As per Condition 21]/[specify]*
 - (xiii) Valuation Time: *[Continuous monitoring [specify other] and the relevant time on [insert relevant date(s)].] [[specify]]*
 - (xiv) Specified Maximum Days of Disruption: *[specify] [Commodity Business Days]*
 - (xv) Knock-in-Event: *[Not applicable/specify/ ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Knock-in Price: *[specify]*
 - (b) Knock-in Period Beginning Date: *[specify]*

- (c) Knock-in Period Beginning Date Commodity Business Day Convention: [Not applicable/Applicable]
- (d) Knock in Determination Period: [specify]
- (e) Knock in Determination Day(s): [specify]
- (f) Knock-in Period Ending Date: [specify]
- (g) Knock-in Period Ending Date Commodity Business Day Convention: [Not applicable/Applicable]
- (h) Knock-in Valuation Time: [specify/See definition in Condition 21][Valuation Time.]
- (xvi) Knock-out Event: [Not applicable/specify/ ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Knock-out Price: [specify]
- (b) Knock-out Period Beginning Date: [specify]
- (c) Knock-out Period Beginning Date Commodity Business Day Convention: [Not applicable/Applicable]
- (d) Knock out Determination Period: [specify]
- (e) Knock out Determination Day(s): [specify]
- (f) Knock-out Period Ending Date: [specify]
- (g) Knock-out Period Ending Date Commodity Business Day Convention: [Not applicable/Applicable]

- | | | |
|---------|--|---|
| (h) | Knock-out Valuation Time: | [specify/See definition in Condition 21][Valuation Time] |
| (xvii) | Delayed Redemption on the occurrence of a Market Disruption Event: | [Applicable/Not applicable] |
| (xviii) | Weighting: | The Weighting to be applied to each item comprising the Commodity Basket is [specify] |
| (xix) | Other terms or special conditions: | [Not applicable]/[specify] |

DISTRIBUTION

- | | | |
|-----|--|--|
| 37. | (i) If syndicated, names [, addresses and underwriting commitments] ¹⁷ of Relevant Dealer(s)/Lead Manager(s): | [Not applicable/HSBC Bank plc/other - give name]
<i>(Give addresses and underwriting commitments)¹⁷</i> |
| | (ii) If syndicated, names [, addresses and underwriting commitments] ¹⁷ of other Dealers/Managers (if any): | [Not applicable/other - give name]
<i>(Give addresses and underwriting commitments)¹⁷</i> |
| | | <i>(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.)</i> |
| | (iii) Date of Subscription Agreement ¹⁷ : | [] |
| | (iv) Stabilising Manager (if any): | [Not applicable/give name] |
| 38. | If non-syndicated, name [and address] ¹⁷ of Relevant Dealer: | [Not applicable/give name [and address]] ¹⁷ |
| 39. | Total commission and concession: | [[] per cent. of the Aggregate Principal Amount / Information not provided] |
| 40. | 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) |
| | 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 |

¹⁷ Not required for debt securities with a denomination per unit of at least EUR100,000.

paragraphs 25 - 36 of Part B below.

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

41. 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 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 Manager(s)) in accordance with all applicable laws and rules.]**

[LISTING AND ADMISSION TO TRADING APPLICATION

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

[RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [(Commodities/Commodities Index information) has been extracted from (insert name of source of information). 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 (insert name of source of information), 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 pursuant to Listing Rule [17/19¹⁸]. 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 []. No assurance can be given as to whether or not, or when, such application will be granted.] [Not applicable]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)¹⁹

(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)]²⁰

2. **RATINGS**

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

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

(Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider_

[The Notes have not specifically been rated.]/ [The Notes have been assigned a rating of [] by [].]²¹

¹⁸ 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.

¹⁹ Not required for debt securities with a denomination per unit of at least EUR100,000.

²⁰ Only required for debt securities with a denomination per unit of at least EUR100,000.

²¹ Select only if the Notes are rated.

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

[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 consequently 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: []²² *(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)*²³
(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, 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]²⁴

[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 Rate Notes only - HISTORIC INTEREST RATES**

[Details of historic [LIBOR/EURIBOR/*other (specify)*] rates can be obtained from [Reuters].]²⁵

8. **[Index-Linked, Equity-Linked or other variable-linked Interest Notes only - PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**²⁶

(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)²⁷. 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

²² Not required for debt securities with a denomination per unit of at least EUR100,000.

²³ Not required for debt securities with a denomination per unit of at least EUR100,000.

²⁴ Not required for debt securities with a denomination per unit of at least EUR100,000.

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

²⁶ Refer to Prospectus Rules, Annex XII, paragraph 4.2.2 for disclosure requirements.

²⁷ Not required for debt securities with a denomination per unit of at least EUR100,000.

equivalent information.)²⁸

(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].]

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

*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].*²⁹

[(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. SEDOL: [[]/Not applicable]

13. Intended to be held in a manner which would allow Eurosystem eligibility³⁰: [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 the bearer Notes must be issued in NGN form)

²⁸ 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).

²⁹ Not required for debt securities with a denomination per unit of at least EUR100,000.

³⁰ 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.

14. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [CREST/ None/specify other]
15. Delivery: Delivery [against/free of] payment
16. Settlement procedures: [Eurobond/Medium Term Note/other (specify)]
17. (i) Principal Paying Agent³¹ / Registrar:³² [HSBC Bank plc] [other/specify]
[None/ specify]
- (ii) Additional Paying Agent(s) (if any):
18. Common Depository: [HSBC Bank plc/Not applicable/specify]
19. Agent Bank/Calculation Agent: [HSBC Bank plc] [HSBC France] [specify]
- is Calculation Agent to make calculations? [Yes/No]
 - if not, identify calculation agent: (N.B. Calculation agent appointment letter required)
20. Notices: (Condition 13) [Condition 13 applies / specify any other means of effecting communication]
21. City in which specified office of Registrar to be maintained: (Condition 14) [London / Not applicable (specify)]
22. 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 – to be deleted if no public offer)

23. Offer Price: [Issue Price][other (specify)]
24. Conditions to which the offer is subject: [Not applicable/give details]
25. Description of the application process: [Not applicable/give details]
26. Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not applicable/give details]
27. Details of the minimum and/or maximum amount of application: [Not applicable/give details]
28. Details of the method and time limits for paying up and delivering [Not applicable/give details]

³¹ Delete if Notes are Registered Notes.

³² Delete if Notes are Bearer Notes.

the Notes:

29. Manner in and date on which results of the offer are to be made public: [Not applicable/*give details*]
30. Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not applicable/*give details*]
31. Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries: [Not applicable/*give details*]
32. Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not applicable/*give details*]
33. Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not applicable/*give details*]
34. Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: [None/*give details*]

ADDITIONAL PROVISIONS RELATING TO COMMODITY/COMMODITY INDEX-LINKED WARRANTS

The following additional conditions shall be deemed to be added as Condition 17 to the terms and conditions set out in the section headed "*Terms and Conditions of the Warrants*" appearing in "Part C - Warrants" of the Base Prospectus in respect of any issue of Commodity/Commodity Index-Linked Warrants.

The terms and conditions of the Commodity/Commodity Index-Linked Warrants shall consist of Condition 17, and in each case, the terms and conditions set out in the section headed "*Terms and Conditions of the Warrants*" appearing in "Part C - Warrants" of the Base Prospectus, such information being incorporated by reference in this Prospectus, as amended or supplemented by the terms of each Tranche of Warrants set out in the Final Terms (the "**Final Terms**"), examples of which are set out below.

17 Provisions relating to Commodity/Commodity Index-Linked Warrants

(a) *Definitions*

As used in this Condition 17, and unless otherwise provided in the relevant Final Terms, the following expressions shall have the following meanings:

"Additional Disruption Event" means the occurrence of either (i) Hedging Disruption or (ii) Increased Cost of Hedging;

"Associated Hedging Costs" means any loss, or mark to market adjustment, which would be incurred by the Issuer and/or its affiliates as a result of terminating, liquidating, transferring, obtaining or re-establishing any swap agreement, financing arrangement or other hedging transaction entered into by or on behalf of the Issuer and/or its affiliates in relation to, as a result of or in connection with the issuance of the Warrants (if any), subject to a minimum of zero;

"Barrier Price" shall have the meaning specified in the relevant Final Terms;

"Basket of Commodities" means a basket comprising two or more Commodities or Commodity Indices;

"Calculation Agent Determination" means that the Calculation Agent will determine the Relevant Price (or a method for determining a Relevant Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information it deems relevant;

"Cancellation" means that all but not some only of the Warrants shall be cancelled, each Warrant being cancelled by payment of an amount equal to the fair market value of such Warrant, less any Associated Hedging Costs, all as determined by the Calculation Agent in its sole and absolute discretion;

"Commodity" means, the commodity (or commodities) or futures contract on a commodity (or commodities) specified in the relevant Final Terms, and related expressions shall be construed accordingly;

"Commodity Business Day" means:

- (i) where the Commodity Reference Price is announced or published by an Exchange, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which that Exchange is open for trading during its regular trading sessions and notwithstanding any such Exchange closing prior to its Scheduled Closing Time; or
- (ii) in any other case, a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published), a price;

"Commodity Fallback Value" means the arithmetic mean of the quotations provided to the Calculation Agent by each of the Reference Dealers as its Commodity Reference Price for the relevant Pricing Date of the relevant Commodity, **provided that** if only three such quotations are

so provided, the Commodity Fallback Value shall be the Commodity Reference Price remaining after disregarding the Commodity Reference Prices having the highest and lowest values (or if more than one such highest or lowest, one only of them). If fewer than three such quotations are so provided, it will be deemed that such value cannot be determined and the relevant value shall be the good faith estimate of the Calculation Agent;

"Commodity Index" means each index specified as such in the relevant Final Terms or an index comprising one or more commodities or contracts for the future delivery of a commodity (each a **"Component"**);

"Commodity Price" means, in respect of a Commodity or a Component as applicable, the price or other unit of quotation for such Commodity or Component specified in the relevant Final Terms;

"Commodity Reference Price" means, (i) in respect of any Commodity, the Commodity Reference Price specified in the relevant Final Terms and (ii) in respect of any Commodity Index, the Commodity Reference Price specified in the relevant Final Terms or, if not so specified, the official closing price of such Commodity Index;

"Delayed Publication and Announcement" means that the Relevant Price for a Pricing Date will be determined based on the Specified Price in respect of the original day scheduled as such Pricing Date that is published or announced by the relevant Price Source retrospectively on the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) or the Relevant Price continues to be unavailable for consecutive Commodity Business Days equal in number to the Specified Maximum Days of Disruption. In that case, the next Disruption Fallback specified in the relevant Final Terms will apply.

"Delivery Date" means, in respect of a Commodity Reference Price, the relevant date or month for delivery of the underlying Commodity (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (i) if a date is, or a month and year are, specified in the relevant Final Terms, that date or that month and year;
- (ii) if a Nearby Month is specified in the relevant Final Terms, the month of expiration of the relevant Futures Contract; and
- (iii) if a method is specified in the relevant Final Terms for the purpose of determining the Delivery Date, the date or the month and year determined pursuant to that method;

"Disappearance of Commodity Reference Price" means (i) the permanent discontinuation of trading, in the relevant Futures Contract on the relevant Exchange or (ii) the disappearance of, or of trading in, the relevant Commodity or Component or (iii) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract, Commodity or Component;

"Disrupted Day" means any Commodity Business Day on which a relevant Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

"Disruption Fallback" means each of Calculation Agent Determination, Cancellation, Delayed Publication and Announcement, Commodity Fallback Value, Fallback Commodity Price, and Postponement, which are specified as applicable in the relevant Final Terms;

"Exchange" means, in respect of a Commodity, the exchange or principal trading market for such Commodity specified in the relevant Final Terms or in the Commodity Reference Price and in the case of a Commodity Index, the exchange or principal trading market for each Component comprising such Commodity Index;

"Fallback Commodity Price" means that the Calculation Agent shall determine the Relevant Price of the relevant Commodity using the Commodity Price specified in the relevant Final Terms as an alternative Commodity Price;

"Futures Contract" means, in respect of a Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity or Commodity Index referred to in that Commodity Reference Price;

"Hedging Disruption" means that the Issuer and/or its affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) the Issuer and/or its affiliates deem necessary to hedge the risk of issuing and performing any obligations with respect to the Warrants or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s);

"Increased Cost of Hedging" means that the Issuer and/or its affiliates would incur a materially increased cost (as compared with circumstances existing on the Issue Date), amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) the Issuer and/or its affiliates deem necessary to hedge the risk of entering into and performing its obligations with respect to the Warrants, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging;

"Index Component Disruption Event" means:

- (i) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Components published on any date between the Issue Date and such Pricing Date that is not a price published by the usual exchange or price source, but is a price determined by the Price Source; or
- (ii) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Components published by the usual exchange or price source on any date between the Issue Date and such Pricing Date that, in the opinion of the Calculation Agent, has been calculated or published subject to the occurrence of market disruption or similar, or otherwise not in accordance with the usual, then-current, method used by such exchange or price source;

"Material Change in Content" means the occurrence since the Trade Date of a material change in the content, composition or constitution of the relevant Commodity or Futures Contract or, in the case of a Commodity Index, Component;

"Material Change in Formula" means the occurrence since the Trade Date of a material change in the formula for or the method of calculating the relevant Commodity Reference Price;

"Nearby Month", when preceded by a numerical adjective, means, in respect of a Delivery Date and a Pricing Date, the month of expiration of the Futures Contract identified by that numerical adjective, so that, for example, (A) **"First Nearby Month"** means the month of expiration of the first Futures Contract to expire following that Pricing Date; (B) **"Second Nearby Month"** means the month of expiration of the second Futures Contract to expire following that Pricing Date; and (C) **"Sixth Nearby Month"** means the month of expiration of the sixth Futures Contract to expire following that Pricing Date;

"Postponement" means that the Pricing Date will be deemed, for purposes of the application of this Disruption Fallback only, to be the first succeeding Commodity Business Day or on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) for consecutive Commodity Business Days equal in number to the Specified Maximum Days of Disruption. In that case, the next Disruption Fallback specified in the relevant Final Terms will apply;

"Price Fixation Event" means the enactment, promulgation, execution or notification of, or any change in or amendment to, any law (or the application or interpretation of any law, as determined by a court or regulatory authority of competent jurisdiction or as determined by the opinion of independent legal counsel nominated by the Issuer) that occurs after the Issue Date which would result in the fixing of the prices at which any relevant Commodity may be bought and sold which does not reflect normal market response to supply and demand *vis a vis* that which would exist if prices were not so fixed;

"Price Source" means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the relevant Commodity Reference Price;

"Price Source Disruption" means (i) the failure of the Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price, or (ii) the temporary or permanent discontinuance or unavailability of the Price Source;

"Pricing Date" means each date specified in the relevant Final Terms or if that is not a Commodity Business Day the immediately succeeding Commodity Business Day;

"Reference Dealers" means four leading dealers in the relevant Commodities market selected by the Calculation Agent;

"Relevant Price" means, for any Pricing Date, the price, expressed as a price per unit of the Commodity or the price of the Commodity Index, determined with respect to that day for the specified Commodity Reference Price calculated as provided in this Condition 17 and the relevant Final Terms;

"Scheduled Closing Time" means, in respect of an Exchange, the scheduled weekday closing time of such Exchange on such Commodity Business Day, without regard to after hours or any other trading outside of the regular trading session hours;

"Specified Maximum Days of Disruption" means two (2) Commodity Business Days or such other number of Specified Maximum Days of Disruption specified in the relevant Final Terms;

"Specified Price" means, in respect of a Commodity Reference Price any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the relevant Final Terms (and, if applicable, as of the time so specified): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the spot price; or (O) any other price specified in the relevant Final Terms on the Pricing Date;

"Strike Price" shall have the meaning specified in the relevant Final Terms;

"Tax Disruption" means the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the relevant Commodity, or in the case of a Commodity Index, Component (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Price on the day that would otherwise be a Pricing Date from what it would have been without that imposition, change or removal;

"Trade Date" means the date specified as such in the relevant Final Terms;

"Trading Disruption" means the material suspension of, or the material limitation imposed on, trading in the relevant Futures Contract or the Commodity or, in the case of a Commodity Index, Component on the Exchange or in any additional futures contract, options contract or commodity on any Exchange as specified in the relevant Final Terms. For these purposes:

- (i) a suspension of the trading in the Futures Contract, Commodity or Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if:
 - (A) all trading in the Futures Contract, Commodity or Component, as the case may be, is suspended for the entire Pricing Date; or
 - (B) all trading in the Futures Contract, Commodity or Component, as the case may be, is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract, Commodity or Component, as the case may be, on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (ii) a limitation of trading in the relevant Futures Contract, Commodity or Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the relevant Futures Contract, Commodity or Component, as the case may be, may fluctuate and the closing or settlement price of the relevant Futures Contract, Commodity or Component, as the case may be, on such day is at the upper or lower limit of that range;

"Valuation Time" means, in relation to each Commodity or Commodity Index to be valued on any date, the time on such date specified as such in the relevant Final Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on such date in relation to such Commodity or Commodity Index, as applicable. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; and

"Weighting" has the meaning specified in the relevant Final Terms.

(b) ***Market Disruption***

"Market Disruption Event" means, in respect of a relevant Commodity or Commodity Index and as determined by the Calculation Agent, the occurrence or existence of:

- (i) in the case of all Commodities and each Commodity Index, a Price Source Disruption, Trading Disruption, Disappearance of Commodity Reference Price and/or a Price Fixation Event and in addition;
- (ii) in the case of each Commodity Index and all Commodities other than Gold, Silver, Platinum or Palladium, Material Change in Formula, Material Change in Content and/or Tax Disruption, and;
- (iii) in the case of a Commodity Index, an Index Component Disruption Event.

The Calculation Agent shall give notice as soon as practicable to Warrantholders in accordance with Condition 10 of the occurrence of a Market Disruption Event and the action proposed to be taken in relation thereto.

(c) ***Consequences of a Market Disruption Event and Disruption Fallbacks***

Upon a Market Disruption Event occurring or continuing on any Pricing Date (or, if different, the day on which prices/or that Pricing Date would, in the ordinary course, be published by the Price Source), the Calculation Agent shall apply the applicable Disruption Fallback in respect of the relevant Market Disruption Event in determining the consequence of the Market Disruption Event, or, if in the sole and absolute discretion of the Calculation Agent, it is not possible to apply the specified Disruption Fallback, the Calculation Agent shall apply the next applicable Disruption Fallback as specified in the relevant Final Terms. A Disruption Fallback is applicable if it is specified in the relevant Final Terms and shall apply in the order so specified. If no Disruption Fallback is specified, the Calculation Agent shall take the relevant actions specified below:

(i) *Disappearance of Commodity Reference Price, a Material Change in Formula, or a Material Change in Content*

If, with respect to the relevant Pricing Date, the Calculation Agent considers that there is in existence (i) a Disappearance of Commodity Reference Price, or (ii) a Material Change in Formula, or (iii) a Material Change in Content, then:

- (A) the Calculation Agent shall determine if such event has a material effect on the Warrants and, if so, shall calculate the Cash Settlement Amount and/or make another relevant calculation using, in lieu of a published price for that Commodity or Component, as the case may be, the price for that Commodity or Component, as the case may be, as at the time specified on that Pricing Date as determined by the Calculation Agent taking into consideration the latest available quotation for such Commodity or Component, as the case may be, and any other information that in good faith it deems relevant; or
- (B) unless Delayed Cancellation on the occurrence of a Market Disruption Event is specified as being applicable in the relevant Final Terms, on giving notice to Warrantholders in accordance with Condition 10, the Issuer shall terminate and cancel all but not some only of the Warrants, each Warrant being terminated and cancelled by payment of an amount equal to the fair market value of such Warrant, less any Associated Hedging Costs, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Warrantholders in accordance with Condition 10; or
- (C) if Delayed Cancellation on the occurrence of a Market Disruption Event is specified as being applicable in the relevant Final Terms, the Calculation Agent shall calculate the fair market value of each Warrant, taking into account the Market Disruption Event, less any Associated Hedging Costs (the "**Calculated Market Disruption Amount**") as soon as practicable following the occurrence of the Market Disruption Event (the "**Calculated Market Disruption Amount Determination Date**") and on the date selected by the Calculation Agent in its sole and absolute discretion (the "**Termination and Cancellation Date**") shall terminate and cancel each Warrant at an amount calculated by the Calculation Agent equal to the Calculated Market Disruption Amount plus interest accrued from and including the Calculated Market Disruption Amount Determination Date to but excluding the Termination and Cancellation Date at a rate equal to Issuer's funding cost at such time.

(ii) *Consequences of a Tax Disruption*

If the Calculation Agent determines in good faith that a Tax Disruption has occurred or exists in respect of a Pricing Date, the Calculation Agent shall determine if such Tax Disruption has a material effect on the Warrants and if so (i) shall effect any adjustments that it deems in good faith necessary to the terms and conditions of the Warrants or, (ii) if it determines that such adjustments cannot be made on giving notice to Warrantholders in accordance with Condition 10, the Issuer shall cancel all but not some only of the Warrants, each Warrant being cancelled by payment of an amount equal to the fair market value of a Warrant, less any Associated Hedging Costs, all as determined by the Calculation Agent in its sole and absolute discretion.

(iii) *Consequences of a Price Source Disruption, Trading Disruption and Price Fixation Event*

If, with respect to the relevant Pricing Date, a Price Source Disruption, Trading Disruption or a Price Fixation Event has been in existence in excess of the Specified Maximum Days of Disruption, then the Calculation Agent shall apply the Commodity Fallback Value in order to determine the Relevant Price for that Pricing Date and each subsequent Pricing Date (if any).

(iv) *Consequences of an Index Component Disruption Event*

If the Calculation Agent determines that, on a Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source) an Index Component Disruption Event has occurred or exists then the Calculation Agent shall determine the Relevant Price (or a method for determining the Relevant Price) for that Pricing Date and each subsequent Pricing Date (if any).

(d) *Consequences of an Additional Disruption Event*

Following the occurrence of any Additional Disruption Event, the Calculation Agent will, in its sole and absolute discretion, determine whether or not the relevant Warrants shall continue and, if so, determine, in its sole and absolute discretion, any adjustments to be made. If the Calculation Agent determines that the relevant Warrants shall continue, it may make such adjustment(s) as it, in its sole and absolute discretion, determines to be appropriate, if any, to the formula for the Cash Settlement Amount set out in the relevant Final Terms and any other variable relevant to the payment terms of the relevant Warrants and/or any other adjustment which change or adjustment shall be effective on such date selected by the Calculation Agent in its sole and absolute discretion. If the Calculation Agent determines in its sole and absolute discretion that the relevant Warrants shall be terminated, 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, less any Associated Hedging Costs, 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 termination of the Warrants.

(e) *Correction of Commodity Reference Price*

With the exception of any corrections published after the day which is three Commodity Business Days prior to the due date for any payment under the Warrants, if the Commodity Reference Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Warrants is subsequently corrected and the correction published by the relevant Exchange or any other person responsible for the publication or announcement of the Commodity Reference Price within 30 calendar days of the original publication, the price to be used shall be the price of the relevant Commodity as so corrected. Corrections published after the day which is three Commodity Business Days prior to a due date for payment under the Warrants will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

(f) *Knock-in-Event and Knock-out Event*

- (i) If "Knock-in Event" is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, any payment under the relevant Warrants which is expressed in the relevant Final Terms to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.
- (ii) If "Knock-out Event" is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, any payment under the relevant Warrants which is expressed in the relevant Final Terms to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.
- (iii) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the relevant Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Commodity Reference Price triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event occurs or exists, then, unless otherwise

specified in the relevant Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

- (iv) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the relevant Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then, unless otherwise specified in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

(g) **Definitions relating to Knock-in Event/Knock-out Event**

Unless otherwise specified in the relevant Final Terms:

"Knock-in Determination Day" means the date(s) specified as such in the relevant Final Terms;

"Knock-in Determination Period" means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

"Knock-in Event" means (i) in the case of a single Commodity, that the Commodity Reference Price determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is and (ii) in the case of a Basket of Commodities, that the amount determined by the Calculation Agent equal to the sum of the values calculated for each Commodity as the product of (x) the Relevant Price as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is (A) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Price, as specified in the relevant Final Terms;

"Knock-in Price" means (i) in the case of a single Commodity, the Relevant Price or (ii) in case of a Basket of Commodities, the price, in each case specified as such or otherwise determined in the relevant Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 17(c) (*Consequences of a Market Disruption Event and Disruption Fallbacks*);

"Knock-in Period Beginning Date" means the date specified as such in the relevant Final Terms or, if the Knock-in Period Beginning Date Commodity Business Day Convention is specified as applicable in the relevant Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

"Knock-in Period Ending Date" means the date specified as such in the relevant Final Terms or, if the Knock-in Period Ending Date Commodity Business Day Convention is specified as applicable in the relevant Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

"Knock-in Valuation Time" means the time or period of time on any Knock-in Determination Day specified as such in the relevant Final Terms or in the event that the relevant Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

"Knock-out Determination Day" means the date(s) specified as such in the relevant Final Terms;

"Knock-out Determination Period" means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

"Knock-out Event" means (i) in the case of a single Commodity, that the Relevant Price determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is and (ii) in the case of a Basket of Commodities, that the amount determined by the Calculation Agent equal to the sum of the values for each Commodity as the product of (x) the Commodity Reference Price as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is (A) "greater than", (B) "greater

than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Level as specified in the relevant Final Terms;

"Knock-out Price" means (i) in the case of a single Commodity, the Relevant Price or (ii) in the case of a Basket of Commodities, the price, in each case specified as such or otherwise determined in the relevant Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 17(c) (*Consequences of a Market Disruption Event and Disruption Fallbacks*);

"Knock-out Period Beginning Date" means the date specified as such in the relevant Final Terms or, if the Knock-out Period Beginning Date Commodity Business Day Convention is specified as applicable in the relevant Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

"Knock-out Period Ending Date" means the date specified as such in the relevant Final Terms or, if the Knock-out Period Ending Date Commodity Business Day Convention is specified as applicable in the relevant Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day; and

"Knock-out Valuation Time" means the time or period of time on any Knock-out Determination Day specified as such in the relevant Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

**PRO FORMA FINAL TERMS FOR COMMODITY/COMMODITY INDEX-LINKED
WARRANTS**

Set out below is the form of Final Terms which will be completed for each Tranche of Commodity/Commodity Index-Linked 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 19.³³]

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**")].³⁴

[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 [as so supplemented].]³⁵ 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]³⁶ 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**")]³⁷ and must be read in conjunction with the Base Prospectus dated 19 June 2012 which [together with the

³³ *To be included in respect of all Warrants which are to be admitted to listing.*

³⁴ *Only for Warrants which are publicly offered or admitted to trading on a regulated market.*

³⁵ *Only for Warrants which are publicly offered or admitted to trading on a regulated market.*

³⁶ *Only for Warrants which are publicly offered and admitted to trading on a regulated market.*

³⁷ *Only for Warrants which are publicly offered and admitted to trading on a regulated market.*

supplemental prospectus[(es)] dated [•], constitute[s] a [base] prospectus ("**Prospectus**") [for the purposes of the Prospectus Directive³⁸]. 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] [website]³⁹ and copies may be obtained from [address].

It is advisable that prospective investors considering acquiring any Warrants 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.

(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 subparagraphs. 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: | [] |
| | <i>(If fungible with an existing Series, details of that Series, including the date on which the Warrants become fungible.)</i> | |
| 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] |

³⁸ Only for Warrants which are publicly offered or admitted to trading on a regulated market.

³⁹ Only for Warrants which are publicly offered or admitted to trading on a regulated market.

Part F - Product Supplement for Commodity/Commodity Index-Linked Notes and Warrants

12. Date [Board] approval for the issuance of Warrants obtained: [] [and [], respectively]] [Not applicable] [Not applicable]
(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Warrants)
13. Type of Warrants: [Commodity-Linked]
14. Series represented by: [Global Warrant⁴⁰]/[N/A]. Warrants in definitive form [will/will not] be issued. [other (specify)]
- 14A. Form of Warrant: [Book-Entry Form Warrants/Registered 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]⁴¹
- (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: []

⁴⁰ Warrants will generally be in book-entry form represented by a Global Warrant.

⁴¹ 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.

- (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: []⁴²
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: []⁴³

PROVISIONS APPLICABLE TO COMMODITY/COMMODITY INDEX-LINKED WARRANTS

25. (i) Commodity/ Commodities/ Commodity Index/Commodity Indices: (specify Commodity/Commodities/Commodity Index/Commodity Indices) [The Sponsor[s] of the Commodity Index/Indices is/are (specify)]
- (ii) Pricing Date(s): [specify]
- (iii) Trade Date: [specify]
- (iv) Barrier Price [specify]
- (v) Strike Price [specify]
- (vi) Commodity Reference Price: [specify]
 The Price Source is/are [specify]
- (vii) Commodity Price [specify]
- (viii) Delivery Date: [specify]
- (ix) Nearby Month: [specify]
- (x) Specified Price: [high price]
 [low price]
 [average of the high price and the low price]

⁴² Only applicable if Condition 3(f) (Optional Physical Settlement or 3(g) (Optional Cash Settlement is applicable.

⁴³ If new term constitutes a "significant new factor", consider whether a drawdown prospectus or a new base prospectus is required.

- [closing price]
- [opening price]
- [bid price]
- [asked price]
- [average of the bid price and the asked price]
- [settlement price]
- [official settlement price]
- [official price]
- [morning fixing]
- [afternoon fixing]
- [spot price]
- [other]
- (xi) Exchange: [specify]
- (xii) Disruption Fallback(s): [As per Condition 17]/[specify]
- (xiii) Valuation Time: [Continuous monitoring [specify other] and the relevant time on [insert relevant date(s)].] [[specify]]
- (xiv) Specified Maximum Days of Disruption: [specify] [Commodity Business Days]
- (xv) Knock-in-Event: [Not applicable/specify/ ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (a) Knock-in Price: [specify]
 - (b) Knock-in Period Beginning Date: [specify]
 - (c) Knock-in Period Beginning Date Commodity Business Day Convention: [Not applicable/Applicable]
 - (d) Knock in Determination Period: [specify]
 - (e) Knock in Determination Day(s): [specify]
 - (f) Knock-in Period Ending Date: [specify]

- | | | |
|---------|--|---|
| (g) | Knock-in Period
Ending Date
Commodity
Business Day
Convention: | [Not applicable/Applicable] |
| (h) | Knock-in Valuation
Time: | [specify/See definition in Condition 17][Valuation
Time.] |
| (xvi) | Knock-out Event: | [Not applicable/specify/ ["greater than"/"greater than
or equal to"/"less than"/"less than or equal to"]

<i>(If not applicable, delete the remaining sub-
paragraphs of this paragraph)</i> |
| (i) | Knock-out Price: | [specify] |
| (j) | Knock-out Period Beginning
Date: | [specify] |
| (k) | Knock-out Period Beginning
Date Commodity Business
Day Convention: | [Not applicable/Applicable] |
| (l) | Knock out Determination
Period: | [specify] |
| (m) | Knock out Determination
Day(s): | [specify] |
| (n) | Knock-out Period Ending
Date: | [specify] |
| (o) | Knock-out Period Ending
Date Commodity Business
Day Convention: | [Not applicable/Applicable] |
| (p) | Knock-out Valuation Time: | [specify/See definition in Condition 17][Valuation
Time] |
| (xvii) | Delayed Cancellation on the
occurrence of a Market
Disruption Event: | [Applicable/Not applicable] |
| (xviii) | Weighting: | The Weighting to be applied to each item comprising
the Commodity Basket is [specify] |
| (xix) | Other terms or special
conditions: | [Not applicable]/[specify] |

[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.]

[RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [(Commodities/Commodities Index information) has been extracted from (insert name of source of information)]. [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 (insert name of source of information), 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.]/[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 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]

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."] [Not applicable]

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 above under (i), otherwise: Not applicable) (Include breakdown of expenses)

5. **[Index-Linked, Equity-Linked or other variable-linked Interest Warrants only - PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING⁴⁴**

(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].[Not applicable]]

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 Depositary: | [HSBC Bank plc/Not applicable/specify] |
| 15. | Notices:

(Condition 10) | [Condition 10 applies / specify any other means of effecting communication] |
| 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] |

⁴⁴ Refer to Prospectus Rules, Annex XII, paragraph 4.2.2 for disclosure requirements.

[Not applicable]

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

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

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

HSBC Bank plc
8 Canada Square
London E14 5HQ
UK

HSBC Bank plc
8 Canada Square
London E14 5HQ
UK

CALCULATION AGENT

HSBC Bank plc
8 Canada Square
London E14 5HQ
UK

HSBC France
15, rue Vernet
75008 Paris
France

REGISTRAR

HSBC Bank USA,
National Association
Corporate Trust
452 Fifth Avenue
New York, New York, 10018
USA

LEGAL ADVISERS TO THE ISSUER AND THE DEALER

as to English law

Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ
UK