

PRICING SUPPLEMENT

Pricing Supplement dated 14 June 2021

HSBC Bank plc

(A company incorporated in England with registered number 14259; the liability of its members is limited)

Programme for the Issuance of Notes and Warrants

Issue of ZMW 160,000,000 Fixed Rate Notes due June 2024 issued pursuant to HSBC Bank plc's Programme for the Issuance of Notes and Warrants

PART A – CONTRACTUAL TERMS

This document constitutes the pricing supplement (the "**Pricing Supplement**") relating to the issue of the Tranche of Notes described herein and must be read in conjunction with the offering memorandum dated 2 June 2021 as supplemented from time to time (the "**Offering Memorandum**"). 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 Offering Memorandum. The Alternative Note General Conditions do not apply.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Memorandum. The Offering Memorandum is available for viewing at HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom and www.hsbc.com (please follow the links to 'Investors', 'Fixed income investors', 'Issuance programmes') and copies may be obtained from HSBC Bank plc, 8 Canada Square, London E14 5HQ, United Kingdom.

The Offering Memorandum does not comprise (i) a base prospectus for the purposes of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended (the "EUWA") (the "UK Prospectus Regulation") or (ii) a base prospectus for the purposes of Regulation (EU) 2017/1129 (as amended, the "EU Prospectus Regulation"). The Offering Memorandum has been prepared solely with regard to Notes that are not to be admitted to listing or trading on any regulated market for the purposes of Directive 2014/65/EU (as amended, "MiFID II") or Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("UK MiFIR") and not to be offered to the public in the United Kingdom (the "UK") (other than pursuant to one or more of the exemptions set out in Section 86 of the Financial Services and Markets Act 2000 (as amended, the "FSMA")) or a Member State of the European Economic Area (other than pursuant to one or more of the exemptions set out in Article 1(4) of the EU Prospectus Regulation).

EU PRIIPs REGULATION - PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling

the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK PRIIPS REGULATION – PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565, as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

It is advisable that 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 Offering Memorandum and this Pricing Supplement. Investors should consider carefully the risk factors set forth under "*Risk Factors*" in the Offering Memorandum.

1. Issuer: HSBC Bank plc
2. Tranche number: 1
3. Currency:
 - (i) Settlement Currency: United States Dollars ("**USD**") subject to Condition 9(j) (*Payments - Conversion*)
 - (ii) Denomination Currency: Zambian Kwacha ("**ZMW**")
4. Aggregate Principal Amount:
 - (i) Series ZMW 160,000,000

	(ii) Tranche	ZMW 160,000,000
5.	Issue Price:	100 per cent. of the Aggregate Principal Amount. The Issue Price will be payable in USD with the ZMW amount being converted into USD at the Initial Exchange Rate (as defined in paragraph 25(iii) below).
6.	(i) Denomination(s) (Condition 2):	ZMW 2,500,000 and integral multiples of ZMW 100,000 in excess thereof up to and including ZMW 4,900,000
	(ii) Calculation Amount:	ZMW 100,000
	(iii) Aggregate Outstanding Nominal Amount Rounding:	Not applicable
7.	(i) Issue Date:	15 June 2021
	(ii) Interest Commencement Date:	Issue Date
	(iii) Trade Date:	08 June 2021
8.	Maturity Date: (Condition 7(a))	15 June 2024, adjusted in accordance with the Modified Following Business Day Convention, and subject to adjustment for the purposes of payment only and not for the accrual of interest, and as may be postponed in accordance with an EM Price Source Disruption (as set out in paragraph 25(vi) below).
9.	Change of interest or redemption basis:	Not applicable

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

10.	Fixed Rate Note provisions: (Condition 4)	Applicable
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(i)	Rate of Interest:	20.50 per cent. per annum payable in the Settlement Currency annually in arrear
(ii)	Interest Payment Date(s):	Annually on 15 June in each year, from (and including) 15 June 2022, to (and including) the Maturity Date, subject to adjustment in accordance with the Business Day Convention for the purposes of payment only and not for the accrual of interest.
(iii)	Fixed Coupon Amount(s):	Not applicable
(iv)	Day Count Fraction:	30/360
(v)	Business Day Convention:	Modified Following Business Day Convention
(vi)	Business Centre(s):	London, Lusaka and New York
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not applicable
11.	Floating Rate Note provisions: (<i>Condition 5</i>)	Not applicable
12.	Zero Coupon Note provisions: (<i>Condition 6</i>)	Not applicable
13.	Equity/Index-Linked Interest Note and other variable-linked interest Note provisions:	Not applicable

PROVISIONS RELATING TO REDEMPTION

14.	Issuer's optional redemption (Call Option): (<i>Condition 7(c)</i>)	Not applicable
15.	Noteholder's optional redemption (Put Option): (<i>Condition 7(d)</i>)	Not applicable
16.	Final Redemption Amount of each Note: (<i>Condition 7(a)</i>)	100 per cent. per Calculation Amount payable in the Settlement Currency

17.	Final Redemption Amount in cases where the Final Redemption Amount is Index-Linked or other variable-linked:	Not applicable
18.	Instalment Notes: (<i>Condition 7(a)</i>)	Not applicable
19.	Early Redemption:	Applicable
	(i) (Early Redemption Amount (upon redemption for taxation reasons, or illegality): (<i>Conditions 7(b) or 7(f)</i>)	Fair Market Value payable in the Settlement Currency
	(ii) Early Redemption Amount (upon redemption following an Event of Default): (<i>Condition 11</i>)	Fair Market Value payable in the Settlement Currency
	(iii) Early Redemption Amount (upon redemption following an FX Disruption Event or Benchmark Trigger Event) (<i>Condition 9(f)(Y) or 15A</i>)	Fair Market Value payable in the Settlement Currency
	(iv) Other redemption provisions:	Not applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

20.	Form of Notes: (<i>Condition 2(a)</i>)	Bearer Notes
21.	New Global Note:	No
22.	If issued in bearer form:	
	(i) Initially represented by a Temporary Global Note or Permanent Global Note:	Temporary Global Note
	(ii) Temporary Global Note exchangeable for Permanent Global Note and/or Definitive Notes: (<i>Condition 2(a)</i>)	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
	(iii) Permanent Global Note exchangeable at the option of the Issuer in circumstances where the Issuer would suffer material	No. Paragraph (c) of the Permanent Global Note does not apply. The Issuer may not elect to exchange a Permanent Global Note for Definitive Notes in the circumstances

	disadvantage following a change of law or regulation:	described in paragraph (c) of the Permanent Global Note.
	(iv) Coupons to be attached to Definitive Notes:	Yes
	(v) Talons for future Coupons to be attached to Definitive Notes:	No
23.	Exchange Date for exchange of Temporary Global Note:	Not earlier than the date which is 40 days after the Issue Date.
24.	If issued in registered form (other than Uncertificated Registered Notes):	Not applicable
25.	Payments: (Condition 9)	
	(i) Relevant Financial Centre Day:	A day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, New York and Lusaka.
	(ii) Payment of Alternative Currency Equivalent:	Not applicable
	(iii) Conversion provisions:	Applicable – the Conversion Rate shall be expressed as the number of units of Denomination Currency per one unit of Settlement Currency. The initial exchange rate (the " Initial Exchange Rate ") is ZMW 22.50 per USD 1.00.
	- Conversion Rate Business Day:	London, Lusaka and New York
	- Conversion Rate Fixing Date:	In relation to the conversion of interest amounts, the Early Redemption Amount and/or the Final Redemption Amount, the second Conversion Rate Business Day prior to any Interest Payment Date, the Early Redemption Date or the Maturity Date, as applicable (provided that, if any Interest Payment Date, the Early Redemption Date or the Maturity Date is not a Relevant Financial Centre Day, for the purposes of determining the Conversion Rate Fixing Date only, such date will be deemed to be the

- next following Relevant Financial Centre Day).
- Cross Currency Exchange Rate: Not applicable
 - Conversion Rate Fixing Page: The Calculation Agent will determine the relevant Conversion Rate acting in a good faith and commercially reasonable manner by reference to the spot rate prevailing in the international or local exchange market where ZMW can be exchanged to USD on the Conversion Rate Fixing Date.
 - Conversion Rate Fixing Time: At or around 11:00 a.m., London time
 - Denomination Currency Jurisdiction: Republic of Zambia
 - Settlement Currency Jurisdiction: United States of America
 - Conversion Rate Fall-Back provisions: Condition 1 applies
 - Alternative Pre-nominated Index: Not applicable
- (iv) Underlying Currency Pair provisions: Not applicable
- (v) Price Source Disruption: Means the Conversion Rate is not available for any reason as determined by the Calculation Agent.
- (vi) EM Price Source Disruption: Applicable
- If a Price Source Disruption (other than a Price Materiality) occurs or continues on the day on which the Calculation Agent is to determine the Conversion Rate (a "**Scheduled Conversion Rate Fixing Date**"), the relevant Conversion Rate Fixing Date will be postponed until the first Conversion Rate Business Day after such Scheduled Conversion Rate Fixing Date on which no Price Source Disruption exists (the "**Revised Conversion Rate Fixing Date**"), provided that if the Revised Conversion Rate Fixing Date has not occurred within the EM Deferral

Period, the Conversion Rate will be determined in accordance with the Cumulative Events provisions below.

If a Price Materiality occurs or continues on a Scheduled Conversion Rate Fixing Date, the Conversion Rate will be a rate determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. For the avoidance of doubt, any rate achieved by the Issuer (or affiliate of the Issuer) pursuant to a relevant hedging agreement shall be deemed to be a commercially reasonable rate.

If an Unscheduled Holiday occurs on a Scheduled Conversion Rate Fixing Date (regardless of whether a Price Source Disruption also occurs), the relevant Conversion Rate Fixing Date shall be postponed to the first succeeding Conversion Rate Business Day, provided that if the Revised Conversion Rate Fixing Date has not occurred within the EM Deferral Period the Conversion Rate will be determined in accordance with the Cumulative Events provisions below.

Where:

"Cumulative Events" means that in no event shall the total number of consecutive calendar days during which valuation is deferred due to (i) an Unscheduled Holiday, or (ii) a Price Source Disruption (or any combination of (i) and (ii)), exceed the EM Deferral Period. Accordingly, if on the first Conversion Rate Business Day (or date which would have been a Conversion Rate Business Day but for the occurrence of an Unscheduled Holiday) after such period has lapsed (the **"Cut-off Fixing Date"**) (X) an Unscheduled Holiday occurs or is continuing (but no Price Source Disruption occurs or

is continuing on such day), then the Conversion Rate shall be a rate determined by the Calculation Agent, acting in good faith and a commercially reasonable manner, or (Y) a Price Source Disruption occurs or is continuing on such day, then postponement shall not apply, and the Conversion Rate shall be the Fallback Conversion Rate determined on such date.

"EM Deferral Period" means 14 calendar days following an original fixing date.

"Fallback Conversion Rate" means, on any date, the rate of exchange between the Denomination Currency and the Settlement Currency (expressed as the number of units of Denomination Currency per one unit of Settlement Currency) as determined by the Calculation Agent in good faith and published at the Fallback Conversion Rate Fixing Time for such date;

"Fallback Conversion Rate Fixing Time" means at or around 11:00 a.m. (London time).

Notwithstanding any other provisions hereof, if the Fallback Conversion Rate is not available or, at any time following the determination of the Conversion Rate or Fallback Conversion Rate, the Calculation Agent determines in its sole and absolute discretion that such rate does not accurately represent the rate which the Calculation Agent determines (in its sole and absolute discretion) that the Issuer could have achieved in the general foreign exchange market, then the Conversion Rate shall be a rate determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

For the avoidance of doubt, any rate achieved by the Issuer pursuant to a relevant hedging agreement shall be deemed to be a commercially reasonable rate.

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| | (vii) LBMA Physical Settlement provisions: | Not applicable |
| 26. | Redenomination:
(Condition 10) | Not applicable |
| 27. | Other terms: | Not applicable |
| 28. | Valuation Date: | Not applicable |

DISTRIBUTION

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| 29. | (i) If syndicated, names of Relevant Dealer(s): | Not applicable |
| | (ii) If syndicated, names of other Dealer (s) (if any): | Not applicable |
| 30. | Prohibition of Sales to EEA Retail Investors: | Applicable |
| 31. | Prohibition of Sales to UK Retail Investors: | Applicable |
| 32. | Selling restrictions: | TEFRAD Rules. |
| | 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).
40-day Distribution Compliance Period: Not applicable |
| 33. | Exemption(s) from requirements under Regulation (EU) 2017/1129 (as amended, the " EU Prospectus Regulation "): | The offer is addressed solely to qualified investors (as such term is defined in the EU Prospectus Regulation). |
| 34. | Exemption(s) from requirements under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the " UK Prospectus Regulation "): | The offer is addressed solely to qualified investors (as such term is defined in the UK Prospectus Regulation). |

35. Additional U.S. federal income tax considerations: The Notes are not Section 871(m) Notes for the purpose of Section 871(m).
36. Additional selling restrictions: Not applicable

CONFIRMED
HSBC BANK PLC

A handwritten signature in black ink, appearing to be a stylized name, possibly "K. Wong", written over a horizontal line.

By: _____
Authorised Signatory

Date: _____

PART B – OTHER INFORMATION

1. LISTING

- (i) Listing: Application will be made to admit the Notes to listing on the Official List of Euronext Dublin. No assurance can be given as to whether or not, or when, such application will be granted.
- (ii) Admission to trading: Application will be made for the Notes to be admitted to trading on the Global Exchange Market with effect from the Issue Date. No assurance can be given as to whether or not, or when, such application will be granted.
- (iii) Estimated total expenses of admission to trading: EUR 1,000

2. RATINGS

Ratings: The Notes are not rated.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the Dealer(s) (if any) so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue. The Dealer(s), and its affiliates have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

4. YIELD

Indication of yield: Calculated as 20.50 per cent. on the Issue Date

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

OPERATIONAL INFORMATION

5. ISIN Code: XS2354245925
6. Common Code: 235424592
7. CUSIP: Not applicable
8. Valoren Number: Not applicable

9.	SEDOL:	Not applicable
10.	WKN:	Not applicable
11.	Other identifier/code:	Not applicable
12.	Intended to be held in a manner which would allow Eurosystem eligibility:	Not applicable
13.	Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):	None
14.	Delivery:	Delivery against payment
13.	Settlement procedures:	Medium Term Note
14.	Additional Paying Agent(s) (if any):	None
15.	Common Depository:	HSBC Bank plc
16.	Calculation Agent:	HSBC Bank plc
17.	ERISA Considerations:	ERISA prohibited