

BASE PROSPECTUS SUPPLEMENT DATED 13 DECEMBER 2021



HSBC Bank plc

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

as Issuer

PROGRAMME FOR THE ISSUANCE OF NOTES AND WARRANTS

This base prospectus supplement (the "**Base Prospectus Supplement**") is supplemental to and must be read in conjunction with the base prospectus dated 23 June 2021 and the supplement thereto dated 4 August 2021 relating to the Programme for the Issuance of Notes and Warrants (the "**Base Prospectus**"), prepared by HSBC Bank plc (the "**Issuer**") in accordance with Art. 35 para. 1 of the Financial Services Act ("**FinSA**"). This Base Prospectus Supplement constitutes a supplement pursuant to Art. 56 of the FinSA and Art. 63 et seq. of the Financial Services Ordinance ("**FinSO**") and has been filed with the reviewing body SIX Exchange Regulation AG ("**Reviewing Body**"). For the avoidance of doubt, the Base Prospectus does not constitute (i) a prospectus for the purposes of Part VI of the Financial Services and Markets Act 2000 (as amended) or (ii) a base prospectus for the purposes of Regulation (EU) 2017/1129.

Terms defined in the Base Prospectus have the same meaning when used in this Base Prospectus Supplement.

This Base Prospectus Supplement is dated, and has been filed with the Reviewing Body on, 13 December 2021.

The Issuer accepts responsibility for the information contained in this Base Prospectus Supplement. To the best of the knowledge of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

The purpose of this Base Prospectus Supplement is to replace Condition 11(a) of the '*Terms and Conditions of the Notes*' section of the Base Prospectus with the following:

- "(a) the Issuer fails to remedy a default in the repayment of any principal due on the Notes of such Series or any of them or in the payment of any interest due in respect of the Notes of such Series or any of them, in each case within 14 days of notice of such default having been given to the Principal Paying Agent or other Paying Agent or the Registrar (as the case may be) by any Noteholder in accordance with Condition 14(b) (*Notices from Noteholders*), **provided that** it shall not be such a default to withhold or refuse any such payment (1) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment or (2) in cases of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice given at any time during the said period of 14 days by independent legal advisers acceptable to the Principal Paying Agent as to such validity or applicability; or".

To the extent that there is any inconsistency between (a) any statement in this Base Prospectus Supplement or any statement incorporated into the Base Prospectus by this Base Prospectus Supplement

and (b) any other statement in, or incorporated by reference in, the Base Prospectus, the statement in this Base Prospectus Supplement will prevail.

Save as disclosed in this Base Prospectus Supplement, no significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted, as the case may be, since the publication of the Base Prospectus.