

PRICING SUPPLEMENT

Pricing Supplement dated 07 October 2020

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 EGP 140,300,000

Emerging Market Pass-through Notes due April 2021 linked to EGP denominated bonds issued by the Arab Republic of Egypt

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 ("**Pricing Supplement**") relating to the issue of the Tranche of Notes described herein for the purposes of listing on the Official List of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") and must be read in conjunction with the Offering Memorandum dated 3 June 2020 as supplemented from time to time (the "**Offering Memorandum**") which, together with this Pricing Supplement, constitute listing particulars for the purposes of listing on the Global Exchange Market. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Notes, including the Additional Terms and Conditions Relating to Credit-Linked Notes (the "**Conditions**") set forth in the Offering Memorandum.

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' and '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 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 (as amended, the "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) and not to be offered to the public in the European Economic Area or in the United Kingdom (other than pursuant to one or more of the exemptions set out in the Prospectus Regulation).

PRIIPs REGULATION - PROHIBITION OF SALES TO EEA AND 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 European Economic Area ("EEA") or in the United Kingdom (the "UK"). 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 (EU) 2016/97 (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 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 or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the 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 Dollar ("USD")
	(ii) Denomination Currency:	EGP
4.	Aggregate Principal Amount of Notes admitted to trading	
	(i) Series	EGP 140,300,000
	(ii) Tranche	EGP 140,300,000
5.	(i) Issue Price:	93.93 per cent. of each Note's <i>pro rata</i> share of the Aggregate Principal Amount
	(ii) Commission payable:	None
	(iii) Selling concession:	None

6.	(i) Denomination(s) (Condition 2):	EGP 2,500,000, provided that , for so long as the Notes are represented by a Global Note and the clearing system so permits, the Notes shall be tradeable in minimum nominal amounts of EGP 25,000 and integral multiples of EGP 25,000 thereafter
	(ii) Calculation Amount:	EGP 25,000
	(iii) Aggregate Outstanding Nominal Amount Rounding:	Not applicable
7.	(i) Issue Date:	13 October 2020
	(ii) Interest Commencement Date:	Not applicable
	(iii) Trade Date:	01 October 2020
8.	Maturity Date:	Two Business Days following the Exchange Rate Calculation Date relating to the Reference Obligation Redemption Amount, subject to the provisions of paragraph 3 (<i>Early Redemption as a result of a Credit Event</i>) and paragraph 4 (<i>Early Redemption as a result of an Early Redemption Event</i>) of "Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes" of the Offering Memorandum, subject to the provisions of this Pricing Supplement.
9.	Interest basis: (Conditions 4 to 6)	Amounts will be payable to the Noteholders pursuant to paragraph 1 (<i>Interest Amounts</i>) of "Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes" of the Offering Memorandum, subject to the provisions of this Pricing Supplement.
10.	Redemption basis: (Condition 7)	Unless redeemed or purchased and cancelled earlier, and save as otherwise provided herein, the Notes will be redeemed pursuant to

paragraph 2 (*Final Redemption*) of "Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes" of the Offering Memorandum, subject to the provisions of this Pricing Supplement.

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| 11. | Change of interest or redemption basis: | Not applicable |
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PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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| 12. | Fixed Rate Note provisions:
(<i>Condition 4</i>) | Not applicable |
| 13. | Floating Rate Note provisions:
(<i>Condition 5</i>) | Not applicable |
| 14. | Zero Coupon Note provisions:
(<i>Condition 6</i>) | Not applicable |
| 15. | Index-Linked Interest Note/other variable-linked interest Note Provisions: | Not applicable |

PROVISIONS RELATING TO REDEMPTION

- | | | |
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| 16. | Issuer’s optional redemption (Call Option):

(<i>Condition 7(c)</i>) | Not applicable |
| 17. | Noteholder’s optional redemption (Put Option):

(<i>Condition 7(d)</i>) | Not applicable |
| 18. | Final Redemption Amount: | The Notes will be redeemed pursuant to Condition 7(a) (<i>Final Redemption</i>). |
| 19. | Final Redemption Amount in cases where the Final Redemption Amount is Index-Linked or other variable-linked: | Not applicable |
| 20. | Instalment Notes:
(<i>Condition 7(a)</i>) | Not applicable |
| 21. | Early Redemption: | Yes |

- (i) (Early Redemption Amount (upon redemption for taxation reasons, or illegality):
(*Condition 7(b) or 7(f)*)

Subject to paragraph 21(iv) below and the delivery of a Notice of Cash Settlement by the Issuer in accordance with paragraph 4 (*Early Redemption as a result of an Early Redemption Event*) of “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*”, an amount in respect of each Calculation Amount equal to such Calculation Amount’s *pro rata* share of the Cash Settlement Amount determined in, and payable in the manner set out in, “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*”, as amended in Schedule 1 hereto.

- (ii) Early Redemption Amount (upon redemption following an Event of Default):
(*Condition 11*)

Subject to paragraph 21(iv) below and the delivery of a Notice of Cash Settlement by the Issuer in accordance with paragraph 4 (*Early Redemption as a result of an Early Redemption Event*) of “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*”, an amount in respect of each Calculation Amount equal to such Calculation Amount’s *pro rata* share of the Cash Settlement Amount determined in, and payable in the manner set out in, “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*”, as amended in Schedule 1 hereto.

- (iii) Early Redemption Amount (upon redemption following an FX Disruption Event or Benchmark Trigger Event) (Condition 9(f)(Y) or 15A)
- Subject to paragraph 21(iv) below and the delivery of a Notice of Cash Settlement by the Issuer in accordance with paragraph 4 (*Early Redemption as a result of an Early Redemption Event*) of “ *Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*”, an amount in respect of each Calculation Amount equal to such Calculation Amount’s *pro rata* share of the Cash Settlement Amount determined in, and payable in the manner set out in, “ *Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*”, as amended in Schedule 1 hereto.

(iv) Other redemption provisions: In Condition 7(b) (*Redemption for Taxation Reasons*), the words “(each, a “Tax Redemption Event”)” shall be inserted at the end of paragraph (ii) of that Condition before the semi-colon.

In Condition 7(f) (*Illegality*), the words “(the “Illegality Redemption Event”)” shall be inserted at the end of the second sentence in that Condition before the full stop.

Notwithstanding any other provisions of Condition 7(b), (*Redemption for Taxation Reasons*), 7(f) (*Illegality*) or 11 (*Events of Default*), a Tax Redemption Event, an Illegality Redemption Event and an Event of Default shall, for the purposes of this Series of Notes, be deemed to be an Early Redemption Event and the provisions of paragraph 4 (*Early Redemption as a result of an Early Redemption Event*) of “Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes” of the Offering Memorandum shall, in each case, apply accordingly.

Settlement options:
(*paragraphs 3 and 4 of Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*)

Issuer Option

Deliverable Obligations:
(*paragraph 5 (Physical Settlement) of Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*)

Reference Obligations

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22.	Form of Notes: (<i>Condition 2(a)</i>)	
	(i) Form of Notes:	Bearer Notes
	(ii) Bearer Notes exchangeable for Registered Notes:	No
23.	New Global Note	No
24.	If issued in bearer form:	Applicable
	(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 disadvantage following a change of law or regulation:	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 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
25.	Exchange Date for exchange of Temporary Global Note:	Not earlier than 40 days following the Issue Date
26.	If issued in registered form:	Not applicable
27.	Payments: (<i>Condition 9</i>)	
	(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 Cairo
28.	Redenomination: (<i>Condition 10</i>)	Not applicable

29.

Other terms:

As set out under this paragraph and in Schedule 1 hereto.

Paragraph 9 (*Additional Definitions*) of “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*” of the Offering Memorandum shall be amended to replace the definition of “Exchange Rate”, “Interest Payment Date” and “Valuation Process” with the following:

“**Exchange Rate**” means, on any date, the spot exchange rate on such date at which the Issuer is actually able to convert the Reference Obligation Currency into the Settlement Currency for delivery in two Business Days, as determined by the Calculation Agent, acting in a commercially reasonable manner.

“**Interest Payment Date**” means two Business Days following each related Exchange Rate Calculation Date.

“**Valuation Process**” means the process of determining the Final Price, as follows. On the Valuation Date the Calculation Agent shall attempt to obtain Full Quotations from three or more Dealers. If the Calculation Agent obtains one or more Full Quotations, the highest Full Quotation obtained by the Calculation Agent shall be the Final Price. If the Calculation Agent does not obtain any Full Quotations, the Calculation Agent shall attempt to obtain Full Quotations from three or more Dealers on each day for the following ten Business Days. If the Calculation Agent obtains one or more Full Quotations on any such day, the highest Full Quotation obtained by the Calculation Agent shall be the Final Price. If the Calculation Agent does not obtain any Full Quotations, the Final Price

shall be zero. The Calculation Agent shall, as soon as practicable after obtaining all Full Quotations, notify the Noteholders in writing of each such Full Quotation that it receives in connection with the calculation of the Final Price.

Paragraph 4 (*Early Redemption as a result of an Early Redemption Event*) of “Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes” of the Offering Memorandum shall be amended by adding the following language at the bottom of the paragraph:

From and including the date on which the Issuer has notified the Noteholders of the occurrence of an Early Redemption Event to the date on which the Issuer delivers a Notice of Cash Settlement or Notice of Physical Settlement (as applicable) to the Noteholders, the Calculation Agent will continue in good faith to attempt to convert the Reference Obligation Currency to Settlement Currency. If the Calculation Agent is able to convert the Reference Obligation Currency to Settlement Currency prior to delivering a Notice of Cash Settlement or Notice of Physical Settlement (as applicable), then Cash Settlement or Physical Settlement (as applicable, as the Issuer may otherwise have elected) will not take place, and any amount will be payable on the applicable Interest Payment Date or Maturity Date. For the avoidance of doubt, no fees or interest will be payable to Noteholders in relation to the occurrence of any Inconvertibility Event.

Paragraph 9 (*Additional Definitions*) of “Part I – Additional Terms and

Conditions relating to Emerging Market Pass-through Notes” of the Offering Memorandum shall be amended to replace the definitions of “Inconvertibility Event”, “Failure to Pay”, “Market Disruption Event”, “Residual Risk Event”, “Tax Event”, “Dealer” and “Credit Event” with the following:

“Inconvertibility Event” means the occurrence of any event or existence of any condition, including without limitation any such event or condition that occurs as a result of the enactment, promulgation, execution, ratification, interpretation or application of any change in or amendment to any law, rule or regulation by the government of the Reference Obligation Jurisdiction, any political subdivision thereof or authority of any kind in the Reference Obligation Jurisdiction, whether or not such authority is acting as de facto or de jure government, that generally:

- (i) has the direct or indirect effect of materially hindering, limiting or restricting the convertibility of the Reference Obligation Currency (including the proceeds of any obligations) into Hard Currency, or the transfer of Hard Currency from the Reference Obligation Jurisdiction to other countries (including, without limitation, by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on repatriation of the Reference Obligation Currency into Hard Currency); or
- (ii) results in the unavailability of Hard Currency in the interbank foreign exchange market located in the Reference Obligation Jurisdiction in accordance with normal commercial practice; or

- (iii) has the direct or indirect effect of materially hindering, limiting or restricting the Applicable Currencies' (as defined in the Pricing Supplement) spot fx market).

“Failure to Pay” means the failure by the Reference Entity to make, when and where due, having regard to any applicable grace period, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations.

“Market Disruption Event” means on any Business Day, the occurrence or existence of an event on such day, due to market conditions (including but not limited to (i) market volatility, (ii) market liquidity, and (iii) regulatory or artificial market limitations), pursuant to which market participants generally, including the Calculation Agent, are unable to determine any amount or rate falling to be determined by it pursuant to the Conditions.

“Residual Risk Event” means any event, action or circumstance which:

- (i) results in the Notional Holder or its agents or affiliates receiving materially less than the full value of any principal, interest or other amounts due on the Reference Obligations on the date such amounts are due; or
- (ii) materially adversely affects in any way the cost to the Notional Holder or its agent of acquiring, holding or redeeming the Reference Obligation or of converting any amount of Reference Obligation Currency into Hard Currency (or any other freely convertible and transferable currency) or vice versa.

“Tax Event” means:

- (i) (A) the enactment, promulgation, execution, ratification or adoption of, or any change in or amendment to, any rule,

law, regulation or statute (or in the applicability or official interpretation of any rule, law, regulation or statute) by any Governmental Authority, (B) the issuance of any order or decree by any Governmental Authority, (C) any action being taken by a taxing authority in any jurisdiction, or (D) the occurrence of any other act or event at any time relating to withholding or deduction for or on account of tax in relation to any directly or indirectly holding of the Reference Obligations, which (in the case of (A), (B), (C) or (D) above) will adversely affect the economic value of the Notes;

(ii) the imposition of taxes on the transfer of any Hard Currency out of the jurisdiction of the Reference Obligation Jurisdiction;

(iii) the imposition of any additional taxes on debt of the Reference Entity issued in the Reference Obligation Jurisdiction, or

(iv) the imposition of any taxes on any conversion of Domestic Currency into Hard Currency,

unless an amount equal to such taxes are deducted from the Reference Obligation Coupon and/or the Reference Obligation Redemption Amount for the purposes of determining the interest amount and/or the final redemption amount (as the case may be) of the Notes.

“Dealer” means a dealer (other than the Issuer or any affiliate thereof) in obligations of the same type as the Reference Obligation for which Full Quotations are to be obtained, selected by the Calculation Agent in good faith and in good faith and a commercially reasonable manner, save that the Noteholder shall be able to select at least one Dealer and that the Noteholder shall be able to provide a Quotation provided that in

each case the Issuer can transact with such party.

“Credit Event” means one or more of a Failure to Pay, an Obligation Acceleration, a Repudiation/Moratorium and a Restructuring (as determined by the Calculation Agent).

Paragraph 3 (*Early Redemption as a result of a Credit Event*) of “Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes” of the Offering Memorandum shall be amended in accordance with the following:

The words “in writing” shall be added to the following paragraph:

As soon as reasonably practicable following the occurrence of a Credit Event, the Issuer will notify the Noteholders:

So as to state:

As soon as reasonably practicable following the occurrence of a Credit Event, the Issuer will notify the Noteholders in writing:

Paragraph 4 (*Early Redemption as a result of an Early Redemption Event*) of “Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes” of the Offering Memorandum shall be amended in accordance with the following:

The words “in writing” shall be added to the following paragraph:

As soon as reasonably practicable following the occurrence of a Credit Event, the Issuer will notify the Noteholders:

So as to state:

As soon as reasonably practicable following the occurrence of a Credit Event, the Issuer will notify the Noteholders in writing:

Paragraph 5 (*Physical Settlement*) of “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*” of the Offering Memorandum shall be amended in accordance with the following:

The word “materially” shall be added to the following paragraph:

If it is illegal, impossible or impracticable to Deliver Obligations to a Noteholder (including, without limitation because such Noteholder has failed to provide the relevant valid local account details to effect Physical Settlement), Cash Settlement shall be deemed to apply in respect of the relevant Notes, *mutatis mutandis* and the Physical Settlement Date shall be deemed to be the date of the Notice of Cash Settlement.

So as to state:

If it is illegal, impossible or materially impracticable to Deliver Obligations to a Noteholder (including, without limitation because such Noteholder has failed to provide the relevant valid local account details to effect Physical Settlement), Cash Settlement shall be deemed to apply in respect of the relevant Notes, *mutatis mutandis* and the Physical Settlement Date shall be deemed to be the date of the Notice of Cash Settlement.

The word “materially” shall be added to the following paragraph:

If the Calculation Agent determines, in good faith and a commercially

reasonable manner, that it is unlawful, impossible, or otherwise impracticable to convert such amount, including but not limited to as a result of an Inconvertibility Event, notwithstanding the above, the Issuer may pay the relevant amount in the Reference Obligation Currency, rounded down to the nearest sub-unit of the Reference Obligation Currency.

So as to state:

If the Calculation Agent determines, in good faith and a commercially reasonable manner, that it is unlawful, impossible, or otherwise materially impracticable to convert such amount, including but not limited to as a result of an Inconvertibility Event, notwithstanding the above, the Issuer may pay the relevant amount in the Reference Obligation Currency, rounded down to the nearest sub-unit of the Reference Obligation Currency.

Paragraph 8(3) (*Local Settlement Provisions*) of “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*” of the Offering Memorandum shall be amended and replaced with the following:

authorise the production of such Notice of Noteholder’s Details in any applicable administrative or legal proceedings provided prior written notice is provided to the Noteholder subject to applicable laws and regulation; and

The word “promptly” shall be added to the following paragraph under paragraph 8:

Neither the Issuer nor its agent(s) or affiliate(s) shall be responsible for

any delay in payment that is caused as a result of it or any agent or representative of it, taking reasonable steps to verify that the person delivering the notice is a Noteholder holding through Euroclear and shall pay no interest or other payment in respect of any such delay.

So as to state:

Neither the Issuer nor its agent(s) or affiliate(s) shall be responsible for any delay in payment that is caused as a result of it or any agent or representative of it, promptly taking reasonable steps to verify that the person delivering the notice is a Noteholder holding through Euroclear and shall pay no interest or other payment in respect of any such delay.

Paragraph 6 (*Cash Settlement*) of “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*” of the Offering Memorandum shall be amended in accordance with the following:

The word “materially” shall be added to the following paragraph:

If the Calculation Agent determines, that it is unlawful, impossible, or otherwise impracticable to redeem any outstanding Note by payment of the Cash Settlement Amount, including but not limited to as a result of an Inconvertibility Event, notwithstanding the above, the Issuer may redeem such Note by payment of the relevant amount in the Reference Obligation Currency, rounded down to the nearest sub-unit of the Reference Obligation Currency.

So as to state:

If the Calculation Agent determines, that it is unlawful, impossible, or otherwise materially impracticable to redeem any outstanding Note by payment of the Cash Settlement Amount, including but not limited to as a result of an Inconvertibility Event, notwithstanding the above, the Issuer may redeem such Note by payment of the relevant amount in the Reference Obligation Currency, rounded down to the nearest sub-unit of the Reference Obligation Currency.

Paragraph 7 (*Adjustment Provisions*) of “*Part I – Additional Terms and Conditions relating to Emerging Market Pass-through Notes*” of the Offering Memorandum shall be amended and replaced with the following:

Upon the occurrence of an Adjustment Event, notwithstanding anything to the contrary in this termsheet, any amounts payable (or which subsequently become due and payable) by the Issuer in respect of each Note shall be reduced by such Note’s *pro rata* share of any loss suffered, or reasonable costs or expenses incurred, by the Issuer (or its agents or affiliates) in connection with the Notes as a result of the occurrence of the Adjustment Event and provided such loss, costs or expenses cannot be attributed to any action or inaction of the Issuer or its agents or affiliates, so as to put the Issuer, its agents or affiliates, as the case may be, in the same position in which a Notional Holder of the Reference Obligation Principal Amount of the Reference Obligation would have been but for the occurrence of the Adjustment Event, as determined by the Calculation Agent acting in good faith and a

commercially reasonable manner, and for the avoidance of doubt, without any double counting.

30. Valuation Date: Not applicable

DISTRIBUTION

31. (i) If syndicated, names of Relevant Dealer(s): Not applicable

(ii) If syndicated, names of other Dealer (s) (if any): Not applicable

32. Prohibition of Sales to EEA and UK Retail Investors: Applicable

Selling restrictions: TEFRA D Rules

33. 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

34. Exemption(s) from requirements under Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"): The offer is addressed solely to qualified investors (as such term is defined in the 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 'Ben' followed by a flourish.

By: _____
Authorised Signatory

Date: _____

SCHEDULE 1
ADDITIONAL PRICING SUPPLEMENT FOR EMERGING MARKET PASS-THROUGH
NOTES

Trade Date: 01 October 2020

Financial Centre (for purposes of paragraph 8(1)): Cairo

Business Centres (for purposes of definition of Business Day (paragraph 9)): London, New York and Cairo

Settlement Currency: USD

Terms relating to Inconvertibility Event (paragraph 9):

Applicable Currencies: USD and EGP

Terms relating to Reference Entity and Reference Obligation:

Name of Reference Entity: Arab Republic of Egypt

Reference Obligation:

Maturity: 6 April 2021

Coupon: 0 per cent.

Minimum Denomination: 25,000

CUSIP/ISIN/Bloomberg: EGT998064L14

Expected Reference Obligation Coupon Payment Dates: Not applicable

Reference Obligation Currency: EGP

Reference Obligation Jurisdiction: Arab Republic of Egypt

Reference Obligation Principal Amount: EGP 140,300,000

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 800

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] [their] 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.

OPERATIONAL INFORMATION

4. ISIN Code: XS2242741572
5. Common Code: 224274157
6. CUSIP: Not applicable
7. Valoren Number: Not applicable
8. SEDOL: Not applicable
9. WKN: Not applicable
10. Other identifier/code: Not applicable
11. Intended to be held in a manner which would allow Eurosystem eligibility: Not applicable

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| 12. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): | None |
| 13. Delivery: | Delivery against payment |
| 14. Settlement procedures: | Medium Term Note |
| 15. Additional Paying Agent(s) (if any): | None |
| 16. Common Depository: | HSBC Bank plc |
| 17. Calculation Agent: | HSBC Bank plc, whose calculations, selections, opinions and determinations shall be made or given in its sole and absolute discretion provided that the Calculation Agent shall make or give any such calculation, selection, opinion or determination in good faith and in a commercially reasonable manner and shall upon the request of any Noteholder provide to such Noteholder a detailed statement of reasoning in connection with its calculation, selection, opinion or determination subject to applicable laws and regulation. In addition, if HSBC Bank plc is in default, the Noteholder may immediately appoint a replacement, independent, Calculation Agent. |
| 18. ERISA Considerations: | ERISA prohibited |