

Defensive Annual Growth Plan Issue Four (Kick-out)



Six year term

6.5% potential annual growth linked to the performance of the FTSE™ 100 Index

Defensive feature reduces required FTSE™ 100 kick-out level to 75% in year six

Capital is at risk, if the FTSE™ 100 Index has fallen by 50% on the Investment End Date

Issue Closes
28th February 2013

Counterparty is HSBC Bank plc

Walker Crips' predecessors first bought and sold shares for clients on the London Stock Exchange in 1914. Through acquisitions, the company can now trace its roots as far back as the 18th century, making it one of the City of **London's oldest independent companies.**

Today, Walker Crips Group plc is a fully listed UK public company specialising in Fund Management, Wealth Management, Stockbroking and Structured Investments.

Walker Crips Structured Investments is a specialist division providing financial advisers, financial institutions and other professional intermediaries with carefully-considered investment opportunities. We do not ourselves give investment advice, instead we focus on the design and administration of our structured investment plans.

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Before investing, it is important that you read this brochure and the Terms and Conditions included. You should consider the risks carefully and consult your Financial Adviser in order to ensure the Plan is suitable for you and your financial situation.

Walker Crips Structured Investments does not offer investment advice or make any recommendations regarding investments, and the information in this brochure does not constitute tax, legal or investment advice.

For more information on Walker Crips, you can contact Walker Crips Structured Investments on 020 3100 8880 or at wcsi@wcgplc.co.uk

When you invest in the **Defensive Annual Growth Plan**, you may receive **capital growth** of **6.5%** for each year of your investment depending on the performance of the **FTSE™ 100 Index**.

Your investment has the potential to mature early (kick-out) and pay back your initial capital plus a defined capital growth amount on any anniversary date from the second year onwards. If, on any of the relevant anniversary dates, the FTSE™ 100 Index is at the same level, or higher, than its closing level on the Investment Start Date, your investment will close early and you will receive a fixed capital growth payment of 6.5% for each year the plan has been in force.

Where the performance of the FTSE™ 100 Index has not activated an early maturity, the required kick-out level reduces to 75% on the Investment End Date.

There will be a reduction in your capital returned if the closing level of the FTSE™ 100 Index is below 50% of its Initial Index Level on the Investment End Date.

Your money will be invested in securities issued by HSBC Bank plc. If HSBC Bank plc were to fail, e.g. become insolvent, you could lose some or all of your investment and any return that may be due.

Potential capital growth of 6.5% for each year of your investment

Potential early maturity from year two

Capital is at risk, you could lose some or all of your initial investment

Counterparty is HSBC Bank plc, which holds an 'AA-' credit rating from Standard & Poor's

Invest from £5,000





| | |
|------------------------------|--|
| Investment Term | Up to six years. |
| Investment options | Direct investment (individual and joint investment), ISA investment and ISA Transfer, SIPP (Self Invested Personal Pension), SSAS (Small Self-Administered Scheme), trust, corporate and charity investment. |
| Minimum Investment | £5,000 |
| Offer closes | 28th February 2013 |
| ISA transfer deadline | 1st February 2013 (Stocks and Shares ISA transfer) 13th February 2013 (Cash ISA transfer) |
| Investment Start Date | 7th March 2013 |
| Investment End Date | 7th March 2019 |
| Anniversary dates | 9th March 2015, 7th March 2016, 7th March 2017 7th March 2018 and 7th March 2019. |
| Capital return | Return of Capital plus any capital growth or less any reduction, within 14 days of the Investment End Date, or relevant anniversary date, subject to timely receipt of maturity proceeds from the Issuer. |
| Tax treatment | The returns received on direct investments are likely to be subject to Capital Gains Tax. (Please see page 8). |
| Counterparty | HSBC Bank plc with an 'AA-' credit rating from Standard & Poor's, at the time of publication. |

Your capital growth payments and the return of your capital are dependent on the performance of the FTSE™ 100 Index.

The Closing Level of the FTSE™ 100 Index on the 7th March 2013 (Initial Index Level), will be compared with its Closing Level on each anniversary date listed below.

If the Closing Level on any of the relevant anniversary dates is equal to or greater than the Initial Index Level, the Plan will close early and you will receive back your Initial Capital plus the capital growth amount.

If, however, the Closing Level on that date is less than the Initial Index Level, the Plan will continue to the next anniversary date.

If the Final Index Level is at or above 75% of its Initial Index Level, the plan will mature paying 39% Capital growth.

| | | | |
|---|--|-----|---|
| NO | 9th March 2015: Has the Index closed at or above the Initial Index Level? | YES | 13% capital growth plus return of Initial Capital |
| NO | 7th March 2016: Has the Index closed at or above the Initial Index Level? | YES | 19.5% capital growth plus return of Initial Capital |
| NO | 7th March 2017: Has the Index closed at or above the Initial Index Level? | YES | 26% capital growth plus return of Initial Capital |
| NO | 7th March 2018: Has the Index closed at or above the Initial Index Level? | YES | 32.5% capital growth plus return of Initial Capital |
| NO | 7th March 2019: Has the Index closed at or above 75% of the Initial Index Level? | YES | 39% capital growth plus return of Initial Capital |
| NO | Is the Final Index level at or above 50% of the Initial Index Level? | YES | Return of your Initial Capital only |
| Initial Capital will be reduced by 1% for every 1% the Final Index Level is below the Initial Index Level (or fraction thereof). | | | |

Page 6 describes in detail what the effect of the closing level of the FTSE™ 100 Index on the Investment End Date may have on your investment and the return of your capital.

The Plan is subject to a maximum capital growth and therefore the return you receive could be lower than if you invested directly in the shares of the companies which comprise the FTSE™ 100 Index. Additionally, you will not receive dividends from those companies.

If the Plan has not matured early, the **risk to your Capital** at the end of the term depends on the performance of the FTSE™ 100 Index.

Where the Plan has not matured early and runs to the full six-year term, the return of your Initial Capital and any potential capital growth will depend on the performance of the FTSE™ 100 Index between its Initial Index Level (the closing level of the FTSE™ 100 Index on the 7th March 2013) and its Final Index Level (the closing level of the FTSE™ 100 Index on the 7th March 2019).

Where the Final Index Level is **at or above 75%** of the Initial Index Level you will receive 100% of your initial capital plus capital growth of 39%.

Where the Final Index Level is **below 75%** of the Initial Index Level, but at or above 50% of the Initial Index Level, you will receive 100% of your initial capital with no reduction, but no capital growth.

If the Final Index Level is **below 50%** of the Initial Index Level your Initial Capital will be reduced by 1% for every 1% the Final Index Level is below the Initial Index Level.

The table below illustrates, if the plan has not matured early, how the return of your initial capital and capital growth will be affected by the Final Index Level on the 7th March 2019.

| Where is the Final Index Level in relation to the Initial Index Level? | Capital growth | Capital return | Capital reduction |
|--|----------------|----------------|-------------------|
| +20% | 39% | 100% | 0% |
| +10% | 39% | 100% | 0% |
| no change | 39% | 100% | 0% |
| -15% | 39% | 100% | 0% |
| -25% | 39% | 100% | 0% |
| -26% | 0% | 100% | 0% |
| -50% | 0% | 100% | 0% |
| -51% | 0% | 49% | 51% |
| -75% | 0% | 25% | 75% |
| -100% | 0% | 0% | 100% |

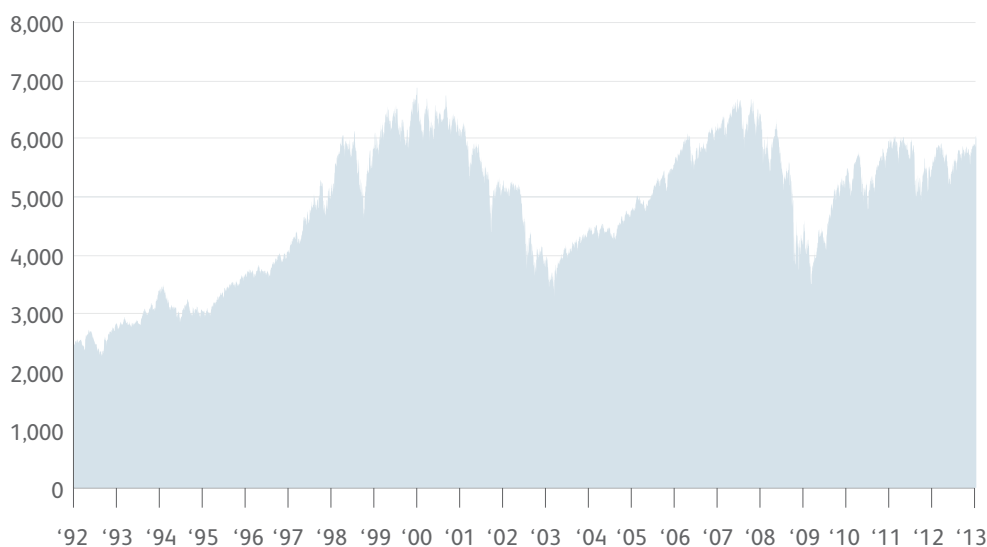
Irrespective of the performance of the FTSE™ 100 Index, your investment and the potential returns from the investment are at risk if the Counterparty, HSBC Bank plc, were to fail (e.g. become insolvent).

Your money is not invested directly into the FTSE™ 100 Index. However, as the return of your investment is dependent on the performance of the **FTSE™ 100 Index**, it is important to understand what it is and how it could affect your money.

The FTSE™ 100 Index is a share index representing the performance of 100 of the UK's largest companies. It includes many household names such as GlaxoSmithKline, Tesco and Vodafone. It is a price index which means that it is based solely on share prices and does not take into account returns from dividends.

If the plan has not matured early and the FTSE™ 100 Index is below 50% of its Initial Index Level on the Investment End Date you will receive back less than your Initial Capital.

The graph below shows the FTSE™ 100 Index performance from the 6th January 1992 until the 9th January 2013.



The Initial Index Level for the plan will be the Closing Level of the Index on the 7th March 2013.

Based on **an example**, if the Initial Index Level for the FTSE™ 100 Index was 6000 the corresponding kick-out level required would be as follows.

| Anniversary | Second | Third | Fourth | Fifth | Sixth |
|-------------------------|--------|-------|--------|-------|-------|
| Required kick-out level | 100 % | 100 % | 100 % | 100 % | 75 % |
| FTSE™ 100 Index example | 6000 | 6000 | 6000 | 6000 | 4500 |

It is important you understand that the FTSE™ 100 Index is a price index which means that it is based solely on share prices and does not take into account returns from dividends. The Index can fall as well as rise and past performance is not a reliable indicator of future performance.

There are a number of **ways you can invest** in the Plan, some of the options may be more tax-efficient for you with careful planning. You should consult your Financial or Tax Adviser for further details of your individual tax position.

Direct investment

It is Walker Crips' understanding that the returns you may receive on any direct investment in this Plan are subject to Capital Gains Tax under present legislation. This means that you may be able to use your annual Capital Gains Tax exemption to reduce or eliminate the tax charge on any returns from this Plan. You should be mindful where you may have realised other investment gains, as the exemption applies to all of your taxable gains over the whole tax year.

Pension investment

If you invest via a SIPP (Self Invested Personal Pension) or SSAS (Small Self Administered Scheme), investment returns within your pension are likely to be free of Income Tax and Capital Gains Tax. Before you invest, you should ensure that the terms of your scheme permit an investment of this type.

ISA investment

You can use your ISA allowance to invest up to £11,280 for the current 2012/2013 tax year, provided that you have not already opened a Stocks and Shares ISA for the period 6th April 2012 to 5th April 2013.

Other arrangements

The Plan is also eligible for most trust, corporate and charity investment. Before you invest, you should ensure that the terms or deeds under which the trust, company or charity was established allow investments of this type.

All information on taxation in this brochure is based on Walker Crips' understanding of UK tax legislation at the time of writing. Tax rules are subject to change and the value of tax reliefs will depend on your individual circumstances. Please note that Walker Crips does not provide tax advice and you should consult your own advisers before you invest.

Having read and accepted the brochure and all of the Terms and Conditions of the Defensive Annual Growth Plan, complete the Application Form that accompanies this brochure for either a direct, ISA or pension scheme investment. Additional Application Forms and trust, corporate and charity application forms are available on request.

The Defensive Annual Growth Plan is a structured investment plan provided and administered by **Walker Crips**. The investments underlying the plan are securities issued by **HSBC Bank plc**.

An investment in the Plan is an agreement with the Plan Manager, Walker Crips Structured Investments, to purchase an investment on your behalf and then hold and administer that investment on your behalf.

On the Investment Start Date, Walker Crips, as the Plan Manager, will use your money to acquire, on your behalf, securities which are specifically structured to match the investment objectives described in this brochure.

These securities will be Medium Term Notes which are a type of corporate bond, effectively a loan to HSBC Bank plc. The Medium Term Notes are linked to preference shares, the value of which is derived directly from the performance of the FTSE™ 100 Index.

Therefore, the return of your Capital and the capital growth payments as described in this brochure are subject to the continued solvency of the Issuer, HSBC Bank plc. In the event of the insolvency of HSBC Bank plc, investors could lose all or part of their investment, and any potential capital growth, regardless of the performance of the underlying index.

HSBC Bank plc has been rated “AA-” by Standard & Poor’s, as at the time of publication. Standard & Poor’s is an independent credit rating agency and uses a scale to denote creditworthiness ranging from “AAA” (highest) to “D” (lowest). Issuers within the “AA” rating band are described by Standard & Poor’s as having very strong capacity to meet their financial commitments, differing from “AAA” issuers only to a small degree.

The Standard & Poor’s rating is currently qualified with a “negative” outlook which means that a rating may be lowered. A Standard & Poor’s rating outlook assesses the potential direction of a long-term credit rating over the intermediate term (typically six months to two years). In determining a rating outlook, consideration is given to any changes in the economic and/or fundamental business conditions.

For more information on credit ratings or other methods of assessing the strength of an issuer, please consult your Financial Adviser.



You should consider these **important points** and consult a Financial Adviser on the **suitability** of the Defensive Annual Growth Plan for your individual situation. This brochure does not constitute investment advice.

The Plan MAY be suitable for you if:

You can afford to lose some or all of your Capital.

You will not need access to your Capital for six years.

You would like to potentially receive growth from your Capital.

You do not need income from your Capital.

You want the potential for a defined return.

You have a minimum of £5,000 to invest.

You want your returns linked to stock market performance.

The Plan MAY NOT be suitable for you if:

You cannot afford to accept any risk to your Capital.

You do not have readily accessible spare cash for emergencies.

You need income from your Capital over the next six years.

You may need access to your Capital before the Investment End Date in six years' time.

You want to add to your investment from time to time or at regular intervals.

You do not want your returns linked to stock market performance.

Your Capital is at risk and you could lose some or all of your Capital. Unless you understand these risks and are sure of the suitability of this investment for you, then you should take financial advice.

You should only invest in this Plan if you do not need access to your money for the full Investment Term of six years. Early withdrawal may result in loss of Capital.

The Plan is designed to provide you with the potential for a fixed level of return which is dependent on the performance of the FTSE™ 100 Index. In order to achieve this level of return, your Capital will be put at risk. If the FTSE™ 100 Index is below 50% of the Initial Index Level on the Investment End Date you will lose some or all of your investment.

The Plan is subject to maximum growth potential and does not invest directly in the shares of any FTSE™ 100 companies and therefore does not receive dividends from those companies; as such the returns could be lower than if you invested directly in the shares of the Index.

If HSBC Bank plc were to fail (e.g. become insolvent), you could lose some or all of your investment. As with all similar structured investments, **in the event of Counterparty insolvency you will not have recourse to the Financial Services Compensation Scheme.** It is you the investor who faces these risks rather than the Plan Manager, Walker Crips Structured Investments.

The Plan is not the same as a deposit account. A deposit account is considered a relatively safe way to invest and normally allows you ready access to your money. The Defensive Annual Growth Plan gives you the potential to benefit from enhanced returns linked to the FTSE™ 100 Index; however your total return could be lower than you would have received in a deposit account.

Who is eligible to invest?

Anyone aged 18 or over who is resident and ordinarily resident in the UK for tax purposes may invest in the Plan. There is no upper age limit. Direct investments may be in joint names. The Plan is also available for UK trustees (including trustees of pension schemes), UK corporates and UK charities, where the terms of the arrangement permit investments of this type.

How can I see a copy of the prospectus?

In addition to this brochure, further information is available in the Prospectus which contains the full information and contractual terms for the securities. If you, or your adviser, would like to review the Prospectus before investing, an electronic copy is available on request from Walker Crips Structured Investments.

How will I be kept informed of the progress of my investment?

When your application and payment are received, we will write to you with details of your Plan. We will send you statements twice a year until the Investment End Date so that you can keep track of your investment. You can also call Walker Crips Structured Investments to obtain a valuation on 020 3100 8880 and prices will be published on our website at www.wcgpplc.co.uk/wcsi.

Can I change my mind?

Yes. When your Application Form is received, we will send you a cancellation notice. You will have 14 days from the date you receive this notice to return it. If this is before the Plan has purchased any securities, then you will receive your investment back in full with any accrued interest. If the Plan has purchased securities, then we will sell your holding and return the proceeds to you. You may get back less than you invested.

What is the early investment interest?

Walker Crips will pay interest on investments received up to the Investment Start Date from the date on which your cheque clears to and including the Investment Start Date. You will receive interest on your Initial Capital at a rate equivalent to the Walker Crips interest rate (currently 0.10% per annum). This interest will not be applied to your investment, but will be paid into your Walker Crips Account. No interest will be credited if the interest amount is less than £1. Please note that the interest may be subject to tax, depending on your personal circumstances.

Can I transfer my investments?

It is possible to transfer your Investments to another plan manager or custodian. Should you wish to request a transfer you should ensure that the plan manager or custodian accepts transfers of this type. There will be a transfer charge (see page 12) and you may also be charged by the new plan manager or custodian.

Can I withdraw my money?

If your circumstances were to change and you needed access to your money, you may have to close your Plan. You can do this at any time but early encashment may result in loss of Capital, particularly in the early years of the Plan. Partial withdrawals from the Plan may be accepted at the discretion of the Plan Manager. If you need to close your Plan before the Investment End Date, you can instruct the Plan Manager to sell your holding. The Plan Manager would need to receive any such instruction in writing in order to arrange for the sale to be made. The amount you will receive will be determined by the market value of the underlying securities which are held on your behalf under the Plan. During the investment term this value may go up or down. An early withdrawal charge (see page 12) will be deducted should you close your Plan (or part of your Plan, if permitted) early.

What happens at the end of my investment?

Shortly before the Investment End Date, We will write to you regarding your options. You will normally receive financial settlement within 14 business days of the Plan maturing, provided that you complete and return the relevant documentation. Provision of proceeds from the Plan are dependent upon the Plan Manager's timely receipt of maturity proceeds from the Issuer. It may be possible to transfer the proceeds of the Plan into a new investment.

What happens if I die?

If you die before the Investment End Date, the Plan can be closed or transferred to another person. Your personal representatives should inform Walker Crips, and the Plan will be dealt with in accordance with their instructions. The Plan Manager will take instructions from the Trustees or Executors of the deceased with respect to disposals or cash withdrawals upon production of a Sealed Grant of Probate. There will be a charge levied for valuations for probate (see page 12). Please note that an early encashment (further to an early closing of the plan) may result in loss of Capital, particularly in the early years of the Plan.

What fees are payable?

If you have a Financial Adviser, he or she will give you information about any fees that are charged. Those fees can either be settled directly with your adviser, or we can deduct the fee from the amount you invest and pay this amount to your adviser.

Are Walker Crips charging me for this investment?

The costs of setting up and administering your Plan have been allowed for in the calculation of returns the Plan is designed to pay. The anticipated charges for this Plan are not expected to exceed 1.5% of your Initial Capital.

There will be no charges to transfer cash proceeds from an investment at maturity. However, there will be instances where we need to cover our administration costs. The table below details a summary of our current charges.

| Instance | Charge |
|--|--------------------------------------|
| If you wish to sell your holding and encash your Plan prior to maturity. | £90.00 |
| If you wish to transfer your holding to another plan manager or custodian prior to maturity. | £90.00 |
| If you wish to transfer your ISA holding to another ISA manager prior to maturity. | £90.00 |
| If we are requested to value your holding for Probate. | £30.00 per holding (maximum £150.00) |
| If you require any proceeds to be forwarded by same day transfer. (CHAPS) | £15.00 |

Please note we do not make any additional charges to transfer your cash by either standard electronic transfer (BACS) or by cheque.

How do I make a complaint?

If you wish to complain about any aspect of the service you have received from us, you may do so in writing to:

Compliance Department, Walker Crips Stockbrokers Ltd,
Finsbury Tower, 103 – 105 Bunhill Row, London EC1Y 8LZ
Alternatively, you can call 020 3100 8880.

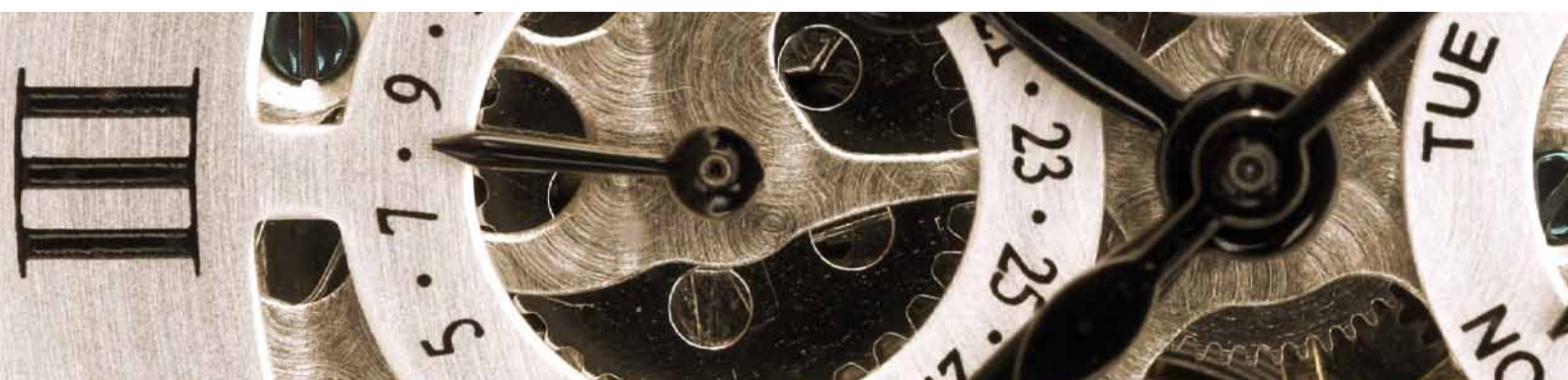
If you are not satisfied with the way Walker Crips handle your complaint, you may be entitled to take your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. 0845 080 1800. Please note that making a complaint will not prejudice your right to take legal proceedings.

Are there compensation arrangements?

Before the Investment Start Date, and when the Plan matures, your cash will be held in a client money account with an FSA regulated bank. This cash is protected in accordance with the Financial Services Authority's client money regulations. In the event that Walker Crips Stockbrokers Limited (the Plan Manager) becomes insolvent, your cash cannot be accessed by our creditors or the bank itself. If the bank holding your cash becomes insolvent, you may be entitled to claim compensation from the Financial Services Compensation Scheme (FSCS). The maximum compensation limit for cash accounts is currently £85,000 per person, per authorised institution. You should be aware, though, that all of your balances with any particular bank, including your personal accounts, would be aggregated in the event that the compensation scheme was triggered.

You do not have the right to claim compensation against Walker Crips, or from the FSCS, in relation to poor investment performance of the underlying securities of the Plan. Equally, if the Counterparty becomes insolvent, you will not be entitled to claim compensation. However, in other circumstances where you may be entitled to make a valid claim against the Plan Manager or your Financial Adviser and they are unable to meet their liabilities in full, the maximum compensation limit for investments is currently £50,000 per person.

For further information about the scheme contact the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsofen Street, London E1 8BN. 0800 678 1100. Or visit the FSCS website at www.fscs.org.uk



Terms and Conditions

Definitions:

- (i) **'Account'** means your Walker Crips Account, or ISA Account, which is in your name and that holds your Capital, any interest earned and your investment in the Defensive Annual Growth Plan - Issue Four (Kick-out).
- (ii) **'Application Form'** means the Defensive Annual Growth Plan - Issue Four (Kick-out) application form for an Account.
- (iii) **'Associated Companies'** means any agent with delegated authority under Section 20 of these Terms and Conditions.
- (iv) **'Calculation Agent'** means the calculation agent assigned by the Issuer of the Investments in order to determine the maturity proceeds of the investment.
- (v) **'Closing Level'** means the official daily closing level of the Index as published by the Index Sponsor in relation to each Scheduled Trading Day during the Investment Term.
- (vi) **'Counterparty'** means HSBC Bank plc
- (vii) **'Dealing Date'** means the date on which we have received and processed your instruction to sell your holding, or if this is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.
- (viii) **'Direct Account'** means any part of the Defensive Annual Growth Plan - Issue Four (Kick-out) which is not an ISA account.
- (ix) **'Extraordinary Event'** means an Extraordinary Event as determined by the Calculation Agent (acting in good faith and in a commercially reasonable manner) in accordance with the terms and conditions of the underlying securities.
- (x) **'Final Index Level'** means the closing level of the FTSE™ 100 Index on the Investment End Date.
- (xi) **'FSA'** means the Financial Services Authority.
- (xii) **'FSA Handbook'** means the FSA Handbook of Rules and Guidance as amended from time to time.
- (xiii) **'FTSE™ 100 Index'** is an Index of shares that measures the performance of the 100 largest companies in the UK by market capitalisation.
- (xiv) **'Index'** means the FTSE™ 100 Index.
- (xv) **'Index Sponsor'** is FTSE International Limited, a UK incorporated company which calculates the Index and which is owned jointly by the London Stock Exchange and the Financial Times, and includes any successor or additional sponsor(s).
- (xvi) **'Initial Capital'** or **'Capital'** means the money that you initially subscribed to invest into the Plan.
- (xvii) **'Initial Index Level'** means the Closing Level of the FTSE™ 100 Index on the Investment Start Date.
- (xviii) **'Investments'** means the securities the Plan Manager purchases and holds on your behalf under the Plan.
- (xix) **'Investment End Date'** means the 7th March 2019 or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.
- (xx) **'Investment Objective'** means the objective of securing the return described in the brochure to which these Terms and Conditions are attached.
- (xxi) **'Investment Start Date'** means the 7th March 2013, or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.
- (xxii) **'Investment Term'** means the period from the Investment Start Date to the Investment End Date.
- (xxiii) **'Issuer'** means HSBC Bank plc.
- (xxiv) **'Maturity Date'** means the date on which the Investments mature, expire, are sold on your behalf or otherwise settle the proceeds due.
- (xxv) **'Nominee'** means WB Nominees Limited or such other firm as the Plan Manager shall appoint to act as custodian.
- (xxvi) **'Plan'** means the Defensive Annual Growth Plan - Issue Four (Kick-out), comprising the Investments subscribed for in your Account, as specified in your Application Form(s).
- (xxvii) **'Plan Manager'** means Walker Crips Structured Investments, a trading name of Walker Crips Stockbrokers Limited, which is authorised and regulated by the Financial Services Authority and bound by its rules.
- (xxviii) **'Prospectus'** means the offering document relating to the securities issued by HSBC Bank plc which form the Investments under the Plan.
- (xxix) **'Regulations'** mean for the ISA accounts the ISA Regulations 1998 as amended from time to time. The Plan Manager will manage the ISA Account in accordance with the Regulations.
- (xxx) **'Scheduled Trading Day'** means a day on which the London Stock Exchange or other relevant exchange and the London International Financial Futures and Options Exchange (LIFFE) are scheduled to be open for trading for their respective regular trading sessions.
- (xxxi) **'Walker Crips'** means as appropriate, Walker Crips Stockbrokers, Walker Crips Structured Investments or the Nominee.

The Plan Manager provides the Plan to you on the following Terms and Conditions (of which the Application Form is a part):

1. On the receipt of a duly completed Application Form and cheque (or banker's draft, telegraphic transfer or any other means acceptable to the Plan Manager) the Plan Manager may accept your application subject to these Terms and Conditions. The Plan Manager reserves the right to reject an application for any reason. The Plan is not available to US Persons. The Plan Manager will give you the right to cancel your Plan within 14 days of the Plan Manager's acceptance of your Application Form. You will be informed of your right to cancel in documents that the Plan Manager sends you at the relevant time. Alternatively you can write to Walker Crips Structured Investments, Finsbury Tower, 103-105 Bunhill Row, London EC1Y 8LZ. If you do so, please provide your name and address and the account number with clear instructions to cancel your investment. If the Plan Manager receives your cancellation notice after the close of the offer period, it will return to you any cash subscriptions in the Plan, with any accrued interest, less an allowance for a reduction in the market value of the Investments if applicable. You might not get back the amount originally invested in the Plan.

Where you do not exercise your cancellation rights, or you do not exercise them within the period allowed for, the Plan will continue in line with the Terms and Conditions.
2. We will classify you as a retail client as defined in the FSA Handbook, unless we inform you otherwise.
3. You must subscribe to your ISA Account with your own (or your spouse's) cash or by transfer of cash from an existing ISA account. Transfers of cash from existing ISA accounts will normally be arranged with the existing ISA managers. Once the cash from the existing ISA accounts has been transferred, your Account will be subject to these Terms and Conditions. In respect of an ISA transfer, a cancellation notice will be sent to you after the funds are received from your previous ISA manager. If, following an ISA transfer you cancel your ISA Account, you may lose the favourable tax treatment applicable. The Plan Manager reserves the right to withhold any amounts under £1 which cannot be applied to the Plan. The remaining pence will not be returned to you.
4. All transactions relating to this Plan are covered by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 (as amended from time to time) and the guidance notes provided by the Joint Money Laundering Steering Group. The Plan Manager is responsible for compliance with these regulations. You may be asked for proof of identity and evidence of address when investing or on early withdrawal or maturity. The Plan Manager may also make enquiries of third parties in verifying identity. This would include electronic verification through a third party provider.
5. Individual Savings Accounts ('ISAs') can be either a Stocks and Shares ISA or a Cash ISA. The Plan is only eligible for Stocks and Shares ISA subscription. For the tax year 2012/2013, you must not have subscribed and may not subscribe to another Stocks and Shares ISA in the same tax year. You may, however, invest in a Cash ISA in the same tax year if you have not used the maximum ISA allowance of £11,280 for the tax year 2012/2013 in your Stocks and Shares ISA. Individuals can transfer money saved in Cash ISAs into Stocks & Shares ISAs without affecting their annual Stocks & Shares ISA allowance. Cash ISAs transferred in this way will lose their Cash ISA status and will form part of your accumulated Stocks & Shares ISAs.
6. You will immediately inform the Plan Manager in writing if you cease to be a qualifying individual for the purposes of the Regulations. The Plan Manager will notify you if, by reason of any failure to satisfy the provisions of the Regulations, an ISA has, or will, become void.
7. The Plan Manager shall not accept any further amounts into an ISA Account if the Regulations no longer give you the right to invest in that ISA Account.
8. The Plan Manager will hold any cash in your Plan in a sterling deposit client account or accounts in accordance with the FSA Handbook. All client account money will be segregated from the funds belonging to Walker Crips Stockbrokers Ltd. Therefore, in the event of insolvency or default by the bank, any shortfall in client money may be shared pro rata among all clients.
9. Early investment interest will be paid on subscriptions received prior to the closing date. Interest will begin to accrue once your cheque clears at the Walker Crips interest rate (currently 0.10%) per annum, up to and including the Investment Start Date. The amount of interest will be paid into your Walker Crips Account. No interest will be credited if the interest amount is less than £1 in any quarter. Interest will be credited gross, however, you may be liable for tax, depending on your personal circumstances.
10. Other cash balances held in your Plan will earn interest at the prevailing Walker Crips rate. The current Walker Crips interest rate scales are available on request. No interest will be credited if the interest amount is less than £1 in any quarter. The interest rate payable will not be lower than 0%.
11. Your investment in the Plan includes an agreement to purchase Investments for your Account. These Investments are securities, which have been structured with a view to meeting the Investment Objective of the Plan. Investment in the Plan will not commit your funds to any extent beyond the amount invested by you.
12. The Investments in your Plan will be exercised or mature on the Maturity Date. The Investments are structured so that their value on that date will correspond to the amount you are due to receive from your Plan in accordance with the Investment Objective. The Plan Manager will contact you prior to the Maturity Date to inform you of any action required by you. The Plan Manager may, at its discretion, repay maturity proceeds to you by transferring the funds into the bank or building society account from where the initial capital investment originated. Should this occur, you will be informed in writing by the Plan Manager.
13. For UK residents, under current legislation, the proceeds of an ISA Account will not be subject to either UK income tax or UK Capital Gains Tax and any gains or losses on your investment will be disregarded for the purposes of UK Capital Gains Tax. Where Investments are held through a Direct Account, you may be subject, depending on your personal circumstances, to UK tax on any income received or any capital gain arising on disposal. These statements are based on current legislation, regulations and practice, all of which may change.
14. The Principles for Businesses of our regulator, the FSA, say that a firm must manage conflicts of interest fairly, both between itself and its customers and between one customer and another. Walker Crips Structured Investments has a policy to assist it in meeting this principle, as it is required to do by the regulator. In our policy, we have identified types of potential conflict that may arise in the course of providing services to our customers. Our aim is to ensure any such conflicts are properly managed. We keep a record of these and monitor the organisational and administrative arrangements we have to manage them. The types of conflict we monitor and manage are those which could weaken our internal controls and lead to unfair treatment of clients. They cover areas like gifts and hospitality, personal dealings, fees and remuneration, security of information, commercial interests and fair dealing as between one client and another. Further details can be sent on request.
15. Your Investments will be registered in the name of, and documents of title if any will be kept in the custody of, the Nominee, who is not authorised under the Financial Services and Markets Act 2000 and for whose acts and omissions the Plan Manager accepts responsibility. Such documents shall not be lent to any third party and money may not be borrowed on your behalf against the security of those documents.
16. Your Investments will be registered collectively in the name of the Nominee and although the amount of Investments that you hold will be recorded and separately identified by the Plan Manager, your holding may not be identifiable by separate documents or certificates of title. Therefore, in the event of insolvency or default, any shortfall in the Investments may be shared pro rata among all investors in the Plan.

17. The Plan Manager will maintain insurance cover to indemnify you against, inter alia, misappropriation of funds or securities by any employee of the Plan Manager. You will indemnify the Plan Manager and the Nominee against any liability or loss which the Plan Manager or the Nominee may suffer or incur (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) in the proper course of administering your Account, except to the extent arising from any negligence, willful default or fraud on the part of the Plan Manager or the Nominee.
18. At all times you or your nominated agent may request sight or a copy of entries in the Plan Manager's records relating to your Investments in accordance with the rules of the FSA Handbook. Such records will be maintained for a minimum of seven years after the Investment Start Date.
19. The Plan Manager will supply you semi-annually with a report on the value of the Investments held through your Account.
20. The Plan Manager may employ agents in connection with the services it is to provide and may delegate any or all of its powers or duties to any delegate(s) of its choice in accordance with the Regulations. The Plan Manager will satisfy itself that any person to whom it delegates any of its functions or responsibilities under these Terms and Conditions is competent to carry out those functions or responsibilities. The Plan Manager shall not be liable for the negligence or misconduct of any such agent or delegate, except where it has been negligent in its choice of such agent or delegate, not excluding or restricting any liability towards you to which, by virtue of the Regulations, the Financial Services and Markets Act 2000, or the FSA Handbook, the Plan Manager may be subject.
21. The Plan or any Account may be terminated immediately by the Plan Manager on giving written notice to you if in its opinion it is impossible to administer the Plan or that Account in accordance with the FSA Handbook or Regulations or if you are in breach of the Regulations.
22. The ISA Account will terminate automatically with immediate effect if it becomes void under the Regulations. The Plan Manager will notify you in writing if the ISA becomes void.
23. The Plan Manager may terminate the Plan on one month's notice if you fail to pay any money due under these Terms and Conditions.
24. You may terminate the Plan or any Account at any time by giving written notice to that effect to the Plan Manager. The notice must specify whether you wish the proceeds from the sale of the Investments to be paid directly to you or to be transferred to another plan manager. The Dealing Date will be immediately after we have received and processed your instruction. If a Dealing Date is not a Scheduled Trading Day, we will sell your holding on the following day which is a Scheduled Trading Day. There will be a restricted market in the sale of Investments. Early encashment may result in a loss of Capital. An early withdrawal fee of £90 will be charged.
25. Termination of the Plan or any Account will be without prejudice to the settlement of any outstanding fees and will not affect any legal rights or obligations which may have already arisen or any provision of these Terms and Conditions which is expressly or by necessary implication intended to survive termination. On termination, the Plan Manager will promptly account to you for the proceeds of sale of the Investments held through your Plans save that it will be entitled to retain any funds required to pay any outstanding tax or other amounts payable from the Plan.
26. On your death, your Plan will be dealt with in accordance with the instructions of your personal representatives. The Plan Manager will continue to hold your assets until instructions are received from your personal representatives. Your personal representatives can sell your Investments or transfer them to your beneficiaries. The Plan Manager is entitled to deduct any withdrawal fees. A maximum charge of £150 will be levied for valuations for probate.
27. The returns which you are due to receive in accordance with the investment objective are net of all anticipated charges & expenses. These charges are taken on the Investment Start Date, although if the Plan Manager has to buy further investments to meet additional demand the charges may vary. This would not affect the returns described in this brochure. If you terminate your Plan before maturity, a charge of £90 will be deducted. The charges taken at the Investment Start Date will not be rebated. If however you exercise your cancellation rights, you will receive a full refund of any charges. Please note that it is possible that you will be liable to pay additional taxes or costs that are not paid, or imposed, by us.
28. The Plan Manager will exercise its authority under these Terms in an appropriate way. However, whilst the Investments will be structured with a view to meeting the Investment Objective on the Maturity Date, the Plan Manager is unable to (and does not) ensure that the Investment Objective will be met. You acknowledge that you have read and understood these Terms and the risk factors set out in the brochure provided to you in connection with your Plan. In particular, you acknowledge that your entitlement under the Plan is dependent on the exact terms of issue of the Investments. These may contain provisions allowing for (a) adjustments to the timing of calculation of entitlements and (b) the termination of the Investments, including (without limitation) in circumstances where the Counterparty is in default. Investors needing a fuller understanding of the detailed risks under the Investments are referred to the Prospectus for the securities (a copy of which shall be made available upon request from the Counterparty or the Plan Manager). No provision in these Terms will operate so as to exclude or limit the liability of the Plan Manager to the extent that this would be prohibited by law or the FSA Rules.
29. If a market disruption event, Extraordinary Event or any adjustment event occurs, the Calculation Agent may make necessary adjustments to the terms of the Investments in their sole and absolute discretion, acting in good faith and in a commercially reasonable manner. This may include termination of the Investments.
- Market disruption events include, but are not limited to, the calculation or publication of the Index level(s) by the relevant Index Sponsor on a Scheduled Trading Day being disrupted, altered or delayed.
- Extraordinary Events include, but are not limited to, a fundamental change to the method of calculation of the Index or Indices, a relevant Index not being published for 30 consecutive days, or the announcement that the publication of a relevant Index is to cease.
- Examples of adjustments that may need to be made include, but are not limited to: postponing taking the level of a relevant Index on the date which such event occurs, using a reasonable alternative method of calculating or estimating the value of a relevant Index or selecting an appropriate substitute index.
30. You authorise the Plan Manager to provide HM Revenue & Customs with all relevant particulars of the Direct Account and its investments which HM Revenue & Customs may reasonably request at any time.
31. At all times during the continuance of the Plan, you will remain the beneficial owner of the Investments held in the Plan and the Plan must not be used as security for a loan. You may not dispose of or transfer an interest in any Investment held in the Plan, and may not create (or have outstanding) any charge or security on or over any Investment.
32. The Nominee will hold the voting rights (if any) in relation to the Investments in your Plan. The Nominee will have the right to exercise such voting rights (or abstain from exercising them) at its discretion. If you request, the Plan Manager will send you copies of the annual report and accounts and other information which is issued to holders of Investments in your Plan. To make this request please write to Walker Crips Structured Investments.
33. For your security and for training and monitoring purposes telephone conversations may be recorded.
34. The Plan Manager shall continue to treat unclaimed maturity or allocated funds as client money, in accordance with the FSA Handbook, for a period of six years. (Interest will not be paid on such funds). The Investor consents to any money held in a client account for more than six years being released and no longer treated as client money in accordance with the client money regulations of the FSA Handbook.

35. In the event of any failure, interruption or delay in the performance of its obligations resulting from breakdown, failure or malfunction of any telecommunications or computer service, industrial disputes, insolvency of third parties or failure of third parties to carry out their obligations, acts of governmental or supranational authorities, or any other event or circumstance whatsoever not reasonably within its control, the Plan Manager shall not be liable or have any responsibility of any kind for any loss or damage you incur or suffer as a result.
36. Nothing in these Terms and Conditions shall restrict the Plan Manager's right to provide investment services to others.
37. These Terms and Conditions shall be governed by English Law and will become effective on acceptance by the Plan Manager of your signed Application Form. The Plan Manager will write and speak to you in English throughout the duration of your investments.
38. The levels and bases of taxation and reliefs from taxation can change at any time. The value of any tax reliefs will depend on individual circumstances.
39. If you make a valid claim against the Plan Manager or your Financial Adviser in respect of the investments arranged for you under these Terms and Conditions and they are unable to meet their liabilities in full, you may be entitled to compensation from the Financial Services Compensation Scheme. Most types of investment business are covered, the maximum compensation is £50,000. Details of the cover provided by the Scheme are given in a leaflet which the Plan Manager will send to you at your request. Further information is available from the FSA and the Financial Services Compensation Scheme. If the performance of the investments does not match any illustrated benefits there will not, for that reason alone, be any entitlement to any compensation under the Financial Services Compensation Scheme.
40. Any complaint about any aspect of the service received should be made to The Compliance Department, Walker Crips Structured Investments, Finsbury Tower, 103 – 105 Bunhill Row, London EC1Y 8LZ, United Kingdom 020 3100 8880. If your complaint is not dealt with to your satisfaction, you can complain to the Investment Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Important information

This document has been approved as a Financial Promotion in accordance with Section 21 of the Financial Services and Markets Act 2000 by Walker Crips Stockbrokers Limited, which is a member of the London Stock Exchange and is authorised and regulated by the Financial Services Authority, 25 North Colonnade, Canary Wharf, London E14 5HS. FSA Registration Number: 226344. The Plan is managed by Walker Crips Structured Investments which is a trading name of Walker Crips Stockbrokers Limited. Registered Office: Finsbury Tower, 103 – 105 Bunhill Row, London EC1Y 8LZ, United Kingdom. This document was published on 10th January 2013.

The Issuer of Investments is HSBC Bank plc, Registered Office: 8 Canada Square, London E14 5HQ, United Kingdom. Registered in England. Registered Number: 14259. A member of the HSBC Group. HSBC Bank plc is authorised and regulated by the Financial Services Authority, 25 North Colonnade, Canary Wharf, London E14 5HS. FSA Registration Number: 114216. HSBC Bank plc's only role in the products described in this document is to issue securities, on an arms-length basis, to Walker Crips. In particular, HSBC Bank plc does not offer, provide, sponsor, or manage the Plan and does not accept any liability in relation to the management and operation of the Plan.

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Principals and associates of WCSB may have a position in the securities mentioned herein. Consequently, in line with the Financial Services Authority rules on conflict of interest, WCSB research in these areas cannot be classified as impartial within the Financial Service Authority's definition and it should not be relied upon as independent or objective. Prices and factual details are deemed to be correct at the time of publication but may change subsequently. The publication has been prepared with all reasonable care and is not knowingly misleading in whole or in part. Expressions of opinion are subject to change without notice. This Financial Promotion has not been prepared in accordance with legal requirements to promote the independence of investment research and is not subject to prohibitions on dealing ahead of the distribution of research. It is important to remember that the value of investments can go down as well as up and investors may not realise the value of their initial investment. Recommendations may or may not be suitable for all recipients of this publication and if you have any doubts, you should seek advice from your investment adviser. We cannot, however, accept responsibility for any losses which may be incurred by a client acting on such recommendations. This Financial Promotion is confidential and supplied to you for information purposes only. It may not (directly or indirectly) be reproduced, further distributed to any person or published, in whole or in part, for any purpose whatsoever. Neither this document, nor any copy of it, may be taken or transmitted into the United States or into any jurisdiction where it would be unlawful to do so. Any failure to comply with this restriction may constitute a violation of relevant local security laws.

Defensive Annual Growth Plan - Issue Four (Kick-out)

Direct investment and/or Stocks & Shares ISA investment

Return this form with your cheque made payable to '**Walker Crips Stockbrokers Limited**' to Walker Crips Structured Investments, Finsbury Tower, 103-105 Bunhill Row, London EC1Y 8LZ. The closing date for applications is by 5pm on **Thursday, 28th February 2013**.

If you are already a client of Walker Crips or have previously invested in a Walker Crips Structured Investments Plan please provide your account number:

Please complete this form using **BLOCK CAPITALS** and **black ink**.

1. Personal details

First applicant

| | |
|---|---------------------|
| Title (Mr/Mrs/Miss/Other) | Surname |
| Full forenames | |
| Permanent residential address | |
| Postcode | |
| Date of birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Nationality |
| Country of permanent residence | Email address |
| Telephone (day) | Telephone (evening) |

Joint applicant

| | |
|---|---------------------|
| Title (Mr/Mrs/Miss/Other) | Surname |
| Full forenames | |
| Date of birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Nationality |
| Country of permanent residence | Email address |
| Telephone (day) | Telephone (evening) |

2. Investment details

Direct Investment

I apply to subscribe the following amount as a direct investment in the Defensive Annual Growth Plan - Issue Four (Kick-out).

£

(min £5,000)

2012/2013 ISA investment

I apply to subscribe the following amount to an ISA investment (comprising stocks & shares) for the tax year 2012/2013, I understand that I cannot invest in another Stocks & Shares ISA in this tax year.

£

(min £5,000
max £11,280)

Have you previously taken out an ISA with Walker Crips Stockbrokers?

Y N

National Insurance (NI) Number (Only required for ISA investments)

You should be able to find your NI number on a payslip, Form P45 or P60, a letter from HMRC, a letter from the DSS, or pension order book.

3. Have you received financial advice?

Please complete the section below which relates to you.

I have received financial advice I have not received financial advice (Please complete Appropriateness section).

Firm name

Adviser name

Have you paid the adviser fees?

Yes, I have paid the adviser fees separately.

No, I have not paid the adviser fees and would like you to deduct the amount shown below (lump sum or percentage) from my investment and return this to my financial adviser.

£ OR %

Please note that the fees will be deducted from the investment amount detailed in Section 2 and the balance (net investment) will be invested into the Plan.

If you are applying for both an ISA and Direct application the fee will be deducted from the Direct investment only, unless we are notified otherwise.

Appropriateness section (Must be completed if you have not received advice).

Have you ever held any of the following?

- i. Any investment where the capital and investment returns are variable and are based on the performance of an underlying security or index, such as equities, commodities, indices and corporate bonds. Yes No
- ii. A structured investment product (a fixed term investment) such as the one you are applying for. Yes No

Do you understand the following statements?

- i. You must be prepared to invest for the full Investment Term. Yes No
- ii. Should you need to cash the Plan in early, you may get back less than your original amount invested. Yes No
- iii. You are prepared to accept some risk to your Capital in return for higher potential returns. Yes No
- iv. You may lose some or all of your money. Yes No

Please refer to page 10 of the brochure, titled 'Important points and suitability' for guidance on whether this investment is appropriate for you. If you do not answer these additional questions, we will not be able to determine whether this investment is appropriate for you.

4. Declaration

1. I/we hereby certify that

I/we are 18 years of age or over. All subscriptions made, and to be made, belong to me/us.

I/we are resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of section 28 of The Income Tax (Earnings & Pensions) Act of 2003 (Crown Employees serving overseas), are treated as being performed in the United Kingdom, or I/we are married to, or in a civil partnership with, a person who performs such duties.

I/we are not a resident, nor am I/we acting on behalf of a resident of the United States, and that I/we will not assist any person who is so resident to invest in this Plan. Further, I/we agree to inform you immediately should I/we become a resident of the United States.

I/we will inform Walker Crips Stockbrokers Limited if I/we cease to be so resident and ordinarily reside or to perform such duties or to be married to, or in a civil partnership with, a person who performs such duties.

The information above is true and correct to the best of my/our knowledge

and belief, and I/we agree to advise Walker Crips Stockbrokers Limited without delay of any change in my/our circumstances affecting any of the information on this declaration and authority.

I/we have read and understood the Plan, including the risks and Terms and Conditions and accept the Terms and Conditions and agree to the Terms and Conditions under which my/our Investments will be administered.

2. If I have subscribed to an ISA I confirm that

I have not subscribed, and will not subscribe, more than the overall subscription limit in total to a Cash ISA and a Stocks and Shares ISA in the same tax year.

I understand that this ISA is subject to the terms and conditions within the brochure and agree thereto.

I authorise Walker Crips Stockbrokers Limited as ISA/Plan Manager; to make on my behalf any claims to relief from tax in respect of ISA Investments; to hold, or on my written request, transfer or pay to me, as the case may be, my cash subscriptions, ISA Investments, interest, dividends, rights or other proceeds in respect of such investments or any cash.

I authorise Walker Crips Stockbrokers Ltd to supply me with a Plan statement twice each year.

First applicant

Signature

Date

Joint applicant

Signature

Date

Financial adviser details and money laundering statement (THIS SECTION MUST BE COMPLETED IN FULL)

- I confirm that I have completed the appropriate verification of identity checks and attach the **Identity Verification Certificate***; certified copies of the underlying documentary evidence **are enclosed** with this certificate.
- or**
- I confirm that I have completed the appropriate verification of identity checks and attach the **Identity Verification Certificate***; I have sighted the original documents and that any requiring a signature were presigned.

Please tick the appropriate box

* Identity Verification Certificates can be downloaded from www.wcplc.co.uk/idvc

| | |
|------------------------------|----------------|
| Company name | IFA signature |
| IFA name | |
| Address or IFA company stamp | Contact number |
| Postcode | FSA number |



If for any reason we are unable to purchase securities to fulfill the commitments set out in the brochure, your subscription will be returned to you together with any interest earned to the date of repayment.

If you have any enquiries about this investment, consult your Financial Adviser or contact Walker Crips Structured Investments on:

Telephone 020 3100 8880

Fax 020 3100 8822

Email wcsi@wcgplc.co.uk

Post Walker Crips Structured Investments, Finsbury Tower,
103-105 Bunhill Row, London EC1Y 8LZ United Kingdom

