
APPLICABLE PRICING SUPPLEMENT



INVESTEC BANK LIMITED

(Registration number 1969/000763/06)

(Incorporated with limited liability in the Republic of South Africa)

ZAR10,000,000,000 Credit-Linked Note Programme

Issue of ZAR100,000,000 (One Hundred Million Rand) Senior Unsecured Floating Rate Notes due 30 April 2019

This document constitutes the Applicable Pricing Supplement relating to the issue of the Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Terms and Conditions**") set forth in the Investec Bank Limited ZAR10,000,000,000 Programme Memorandum dated 10 May 2010 (the "**Programme Memorandum**"). This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the terms and conditions contained in this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail. Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meaning ascribed to them in the Terms and Conditions. To the extent that certain provisions of the *pro forma* Pricing Supplement do not apply to the Notes described herein, they may be deleted in this Applicable Pricing Supplement or indicated to be not applicable.

Description of the Notes

- | | | |
|----|--------------------|--|
| 1. | Issuer: | Investec Bank Limited |
| 2. | Tranche Number: | 1 |
| 3. | Series Number: | IVC126 |
| 4. | Consolidation: | N/A |
| 5. | Status of Notes: | Senior unsecured Notes. |
| 6. | Form of Notes: | Listed. The Notes in this Tranche are issued in uncertificated form and held by the CSD. |
| 7. | Currency of Issue: | ZAR |

Two handwritten signatures in the bottom right corner of the page. The top signature is a cursive 'L' followed by 'un', and the bottom signature is a stylized 'H'.

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|-----|---|--|
| 8. | Type of Notes: | Single Name Notes |
| 9. | Issue Date of the Notes: | 22 November 2017 |
| 10. | Issue Price of the Notes: | 100% |
| 11. | Financial Exchange: | JSE (Interest Rate Market) |
| 12. | Aggregate Principal Amount on Issue Date: | |
| | (a) Series: | ZAR100,000,000 |
| | (b) Tranche: | ZAR100,000,000 |
| 13. | Principal Amount per Note: | ZAR1,000,000 less any amounts paid in accordance with item 40 below |
| 14. | Specified Denomination and number of Notes in this Tranche: | Specified Denomination: ZAR1,000,000
Number of Notes: 100 |
| 15. | Payment Basis: | Fully Paid Notes |
| 16. | Redemption Basis: | Instalment Notes, in accordance with the provision of Condition 7 (<i>Redemption</i>) of the Terms and Conditions. |
| 17. | Automatic/Optional Conversion from one Redemption Basis to another: | N/A |
| 18. | Calculation Amount(s): | The outstanding Principal Amount per Note in accordance with item 40 below |
| 19. | Partly Paid Notes Provisions: | Not Applicable |

Provisions relating to interest (if any) payable on the Note

- | | | |
|-----|---|--------------------|
| 20. | General Interest Provisions | |
| | (a) Interest payable on the Note: | Yes |
| | (b) Interest Basis: | Floating Rate Note |
| | (c) Automatic / Optional Conversion from one Interest Basis to another: | N/A |
| | (d) Interest Commencement Date: | Issue Date |



(e) Default Rate:	For purpose of Condition 6.9 (<i>Accrual of Interest</i>) of the Terms and Conditions: Interest Rate plus 2% (two percent)
21. Fixed Rate Note Provisions:	N/A
22. Floating Rate Note Provisions:	Applicable
(a) Manner in which the Interest Rate(s) is/are to be determined:	Screen Rate Determination
(b) Party responsible for calculating the Interest Rate(s) and Interest Amount(s) (if not the Calculation Agent):	N/A
(c) Screen Rate Determination:	Applicable
- Reference Rate:	ZAR-JIBAR-SAFEX with a Designated Maturity of 3 months
- Interest Determination Date(s):	The first day of each Interest Period
- Relevant Screen Page and Reference Code:	Reuters Screen SAFEX page "SF X 3M Yield", or any successor page
- Reference Banks	As defined in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions
- Relevant Time:	11.00 a.m.
- Relevant Financial Centre:	Johannesburg
(d) ISDA Determination:	N/A
(e) Margin(s):	2.00% (two percent) for the period beginning on and including the Issue Date to and including 30 April 2019
(f) Minimum Rate(s) of Interest:	N/A
(g) Maximum Rate(s) of Interest:	N/A
(h) First Interest Payment Date:	30 January 2018 adjusted in accordance with the Following Business Day Convention
(i) Interest Payment Date(s):	30 January, 30 April, 30 July and 30 October in each year, adjusted in accordance with the Following Business Day Convention, commencing



	on the First Interest Payment Date until, and including, the Scheduled Maturity Date.
(j) Interest Period(s):	As stated in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions
(k) Business Day Convention:	Following Business Day Convention
(l) Specified Period:	N/A
(m) Day Count Fraction:	Actual/365
(n) Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on the Floating Rate Notes, if different from those set out in the Terms and Conditions:	N/A
23. Zero Coupon Note Provisions:	N/A
24. Index Linked Interest Note Provisions:	N/A
25. Dual Currency Note Provisions:	N/A
26. Mixed Rate Note Provisions:	N/A
27. Other Notes Provisions:	N/A
Provisions relating to redemption	
28. Scheduled Maturity Date:	30 April 2019 with No Adjustment, subject as provided in Condition 7.2 (<i>Redemption upon the occurrence of a Credit Event</i>), 7.3 (<i>Repudiation/Moratorium Extension</i>), 7.4 (<i>Grace Period Extension</i>) and 7.5 (<i>Scheduled Maturity Date Extension</i>) of the Terms and Conditions.
29. Early Redemption following the occurrence of Tax Event:	Applicable
30. Redemption following Merger Event:	Applicable If Applicable: Merger Event Redemption Date: 5 (five) Business Days after delivery of notice by Issuer notifying the Noteholder of the Merger Event.



31.	Prior approval of the Registrar of Banks required for Redemption:	No
32.	Call Option:	N/A
33.	Put Option:	N/A
34.	Final Redemption Amount:	The outstanding Principal Amount per Note plus interest accrued (if any) to the Scheduled Redemption Date.
	In cases where the Note is an Index Linked Redemption Note or other variable-linked Note:	N/A
35.	Early Redemption Amount (Tax):	The outstanding Principal Amount per Note plus interest accrued (if any) to the date fixed for redemption, less Unwind Costs
36.	Early Redemption Amount (Illegality):	The outstanding Principal Amount per Note plus interest accrued (if any) to the date fixed for redemption, less Unwind Costs
37.	Early Redemption Amount (Default):	The outstanding Principal Amount per Note plus interest accrued (if any) to the date fixed for redemption, less Unwind Costs
38.	Early Redemption Amount (Merger Event):	The outstanding Principal Amount per Note plus interest accrued (if any) to the date fixed for redemption, less Unwind Costs
39.	Additional provisions relating to the redemption of the Notes:	N/A
40.	Instalment Note Provisions:	Applicable
	(a) Instalment Dates:	30 April 2018, 30 October 2018 and 30 April 2019
	(b) Instalment Amounts (expressed as a percentage of the aggregate	33% on 30 April 2018; 33% on 30 October 2018 and 34% on 30 April 2019



Principal Amount of the Notes on the
Issue Date):

Credit Linked Provisions:

41. General Provisions:

(a) Trade Date:	20 November 2017
(b) Effective Date:	Issue Date
(c) Scheduled Termination Date:	The Scheduled Maturity Date
(d) Calculation Agent:	Issuer
(e) Business Day:	As defined in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions, excluding a Saturday
(f) Additional Business Centre:	N/A
(g) Business Day Convention:	Following Business Day Convention
(h) Reference Entity(ies):	MTN Group Limited
(i) Reference Obligation(s):	The obligation(s) identified as follows, or any Substitute Reference Obligation:
Primary Obligor:	MTN Group Limited
Maturity:	13 July 2022
Coupon:	3 month Jibar + 2%
CUSIP/ISIN:	ZAG000145400
(j) Reference Entity Notional Amount:	Principal Amount per Note
(k) All Guarantees:	Applicable
(l) Reference Price:	100%
(m) Credit Events:	Bankruptcy Failure to Pay Grace Period Extension: Applicable Payment Requirement: None Specified. Determined in accordance with the definition of "Payment Requirement" in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions.



	Payment Requirement: ZAR 1,000,000
	Obligation Acceleration
	Repudiation/Moratorium
	Restructuring
	- Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation: Applicable
	Multiple Holder Obligation: Applicable
(n) Default Requirement:	ZAR 25,000,000.
(o) Notice Delivery Period:	None Specified. Determined in accordance with the definition of " <i>Notice Delivery Period</i> " in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions.
(p) Conditions to Settlement:	Credit Event Notice Alternative time for delivery of a Credit Event Notice: N/A Notifying Party: Issuer Notice of Publicly Available Information: Applicable If Applicable: Public Source(s): Standard South African Public Sources. Specified Number: 2 Notice of Physical Settlement
(q) Obligation[s]:	
Obligation Category	Bond or Loan
Obligation Characteristics	Not Subordinated Specified Currency: ZAR
Additional Obligation(s):	N/A
(r) Paragraphs (a) to (f) of the definition of " <i>Deliverable Obligation Category</i> " in	No




Condition 1.1 (*Definitions*) of the Terms
and Conditions Not Applicable:

(s) Excluded Obligation[s]:	N/A
(t) Settlement Method:	Physical Settlement
(u) Accrual of Interest Upon Credit Event:	N/A
(v) Interest accrual after Scheduled Maturity Date:	Repudiation/Moratorium Extension : No Grace Period Extension: No Scheduled Maturity Date Extension: No
(w) Final Price:	None Specified. Determined in accordance with the definition of " <i>Final Price</i> " in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions.
(x) Settlement Currency:	ZAR
(y) Additional Provisions:	N/A
(z) Hedge Unwind Adjustment:	Applicable: Standard Unwind Costs
42. Cash Settlement Provisions:	The Settlement Method is Physical Settlement. Cash Settlement is the Fall Back Settlement Method.
(a) Cash Settlement Amount:	Specified. The Cash Settlement Amount per Note will be an amount determined by the Calculation Agent equal to the greater of (a) zero, and (b) the product of: <ul style="list-style-type: none">(i) The Principal Amount per Note; and(ii) the lesser of (a) 10%, or (b) the Final Price expressed as a percentage of the Reference Obligation;(iii) less Unwind Costs.
(b) Cash Settlement Date:	4 (four) Business Days
(c) Valuation Date:	Single Valuation Date. The Valuation Date shall be determined by the Calculation Agent in its sole discretion provided that such Valuation Date is not



more than 100 Business Days following the date on which the Conditions to Settlement are satisfied.

(d) Valuation Time:

By no later than 17h00 Johannesburg time on the Valuation Date.

(e) Quotation Method:

Highest, provided that paragraph "b" of the definition of "Quotation" shall be deleted in its entirety and replaced with the following:

"(b) If the Calculation Agent is unable to obtain at least two Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date, the Quotation shall be calculated by the Issuer on the eleventh Business Day by obtaining at least 5 (five) Indicative Quotations on that Business Day and the arithmetic mean of such Indicative Quotations, disregarding the Indicative Quotation having the highest and lowest values, shall constitute the Quotation, failing which the Quotation shall be equal to be zero;"

(f) Quotation Amount:

Representative Amount

(g) Minimum Quotation Amount:

None Specified. Determined in accordance with the definition of "*Minimum Quotation Amount*" in Condition 1.1 (*Definitions*) of the Terms and Conditions.

(h) Reference Dealers:

Dealers in obligations of the type of Reference Obligation for which Quotations are to be obtained as selected by the Calculation Agent in good faith and in a commercially reasonable manner, including South African and non – South African Reference Dealers.

(i) Settlement Currency:

ZAR

(j) Quotations:

Include Accrued Interest

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(k) Market Value:	None Specified. Determined in accordance with the definition of " <i>Market Value</i> " in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions. Highest
(l) Valuation Method:	N/A
(m) Other terms or special conditions relating to Cash Settlement:	
43. Physical Settlement Provisions:	Applicable
(a) Physical Settlement Date	None Specified. Determined in accordance with the definition of " <i>Physical Settlement Date</i> " in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions.
(b) Physical Settlement Period	None Specified. Determined in accordance with the definition of " <i>Physical Settlement Date</i> " in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions.
(c) Deliverable Obligations	Exclude Accrued Interest
Deliverable Obligations	Exclude Accrued Interest
Category	Bond
Deliverable Obligation	
Characteristics	Not Subordinated
	Specified Currency: ZAR
	Not Contingent
	Assignable Loan
	Transferable
	Maximum Maturity: 10 years
(d) Paragraphs (a) to (f) of the definition of "Deliverable Obligation category" in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions Not Applicable	Yes
(e) Excluded Deliverable Obligations	Not Applicable

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(f) Indicative Quotations	Not Applicable
(g) Cut-Off Date	None Specified. Determined in accordance with the definition of "Cut-Off Date" in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions
(h) Partial Cash Settlement	<p>(a) Partial Cash Settlement of Consent Required Loans: Applicable</p> <p>Partial Cash Settlement of Assignable Loans: Applicable</p> <p>Partial Cash Settlement of Participations Applicable</p>
(i) Partial Cash Settlement Amount:	None Specified. Determined in accordance with the definition of "Partial Cash Settlement Date" in Condition 9.3(a) of the Terms and Conditions
(j) Settlement Currency	ZAR
(k) Delivery provisions for the Deliverable Obligation(s) (including details of who is to make such delivery) if different from Terms and Conditions	As stated in the Terms and Conditions
(l) Manner in which Delivery Expenses and Unwind Costs (if applicable) will be paid by the Noteholder	In accordance with the Asset Transfer Notice
(m) Other terms or special conditions Relating to Physical Settlement shall be	<p>For purposes of this Pricing Supplement Condition 8.7 is deleted in its entirety and the following Condition 8.7 shall be applicable:</p> <p><i>If, despite the Issuer having used reasonable commercial endeavours it is impossible or impractical, for the Issuer to Deliver, or due to an event beyond the control of the Issuer it is illegal for the Issuer to Deliver, or due to an event beyond the control of any Noteholder or its Designated Transferee, it is impossible, impracticable or illegal for such Noteholder or Designated Transferee to accept Delivery of any portion of the Deliverable Obligation(s) by the Physical Settlement Date</i></p>




(including, without limitation, failure of any relevant settlement system or due to any law, regulation or court order) then by such date the Issuer shall Deliver to such Noteholder or its Designated Transferee that portion of the Relevant Proportion of the Deliverable Obligation(s) which is possible, practicable and legal to Deliver or for which it is possible, practicable and legal to take Delivery and the Issuer or the Noteholder or its Designated Transferee, as the case may be, shall provide a description in reasonable detail of the facts giving rise to such impossibility, impracticability or illegality and, as soon as possible thereafter, the Issuer shall Deliver to such Noteholder or its Designated Transferee that previously undelivered portion of the Relevant Proportion of the Deliverable Obligation(s).

If, following the occurrence of any impossibility, impracticability or illegality referred to in the above Condition 8.7, all of the Relevant Proportion of the Deliverable Obligation(s) is not Delivered on or prior to the Latest Permissible Physical Settlement Date then the Partial Cash Settlement provisions in Condition 9 shall become applicable.

General Provisions:

- | | |
|------------------------------------|--|
| 44. Business Day: | As defined in Condition 1.1 (<i>Definitions</i>) of the Terms and Conditions excluding a Saturday |
| 45. Additional Business Centre(s): | N/A |
| 46. Last Day to Register: | 20 January, 20 April, 20 July and 20 October of each year |
| 47. Books Closed Period(s): | (i) The Register will be closed from 21 January to 30 January, 21 April to 30 April, 21 July to 30 July and 21 October to 30 October (all dates inclusive) in each year until the Scheduled Maturity Date. |



(ii) In the event of any Redemption of the Notes on a date that is not an Interest Payment Date, then the Books Closed Period shall be as determined by the Calculation Agent and notified to Noteholders in accordance with Condition 25 (*Notices*) of the Programme Memorandum.

48.	Rounding:	In accordance with Condition 6.11 (<i>Rounding</i>) of the Terms and Conditions.
49.	Specified Office of the Issuer:	100 Grayston Drive, Sandown, Sandton, 2196, South Africa
50.	Calculation Agent:	The Issuer
51.	Specified Office of the Calculation Agent:	Financial Products, 3 rd Floor, 100 Grayston Drive, Sandown, Sandton, 2196, South Africa
52.	Paying Agent:	The Issuer
53.	Specified Office of the Paying Agent:	Financial Products, 3 rd Floor, 100 Grayston Drive, Sandown, Sandton, 2196, South Africa
54.	Transfer Agent:	The Issuer
55.	Specified Office of the Transfer Agent:	Financial Products, 3 rd Floor, 100 Grayston Drive, Sandown, Sandton, 2196, South Africa
56.	Provisions relating to stabilisation:	N/A
57.	Stabilising manager:	N/A
58.	Additional Selling Restrictions:	N/A
59.	ISIN No.:	ZAG000148321
60.	Stock Code:	IVC126
61.	Method of distribution:	Non-syndicated
62.	If syndicated, names of Managers:	N/A
63.	If non-syndicated, name of Dealer:	The Issuer
64.	Governing law (if the laws of South Africa are not applicable):	N/A




65.	Surrendering of Notes in the case of Notes represented by a Certificate:	N/A
66.	Use of proceeds:	General banking business of the Issuer
67.	Pricing Methodology:	N/A
68.	Ratings:	<p>Issuer Credit Rating: See Annexure 1 attached.</p> <p>For the avoidance of doubt, the Notes have not been individually rated.</p> <p>These ratings will be reviewed from time to time.</p>
69.	Other provisions:	N/A
70.	Additional Risk Factors:	N/A
71.	Authorised Amount under Programme	ZAR 10,000,000,000 (ten billion Rand)
72.	Value of Total Notes in issue under Programme:	ZAR7 325 215 860 (seven billion three hundred and twenty five million two hundred and fifteen thousand eight hundred and sixty Rand)
73.	Capital Process followed:	Private placement

This issuance does not exceed the Authorised Amount

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the Programme Memorandum and Pricing Supplement contains all information required by law and the JSE Listings Requirements, The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, Pricing Supplements and the annual financial report, the amendments to the annual financial report or any supplements from time to time, except as otherwise stated therein.




Application is hereby made to list Tranche 1 of Series IVC126 of the Notes on the Interest Rate Market of the JSE, as from 22 November 2017, pursuant to the Investec Bank Limited ZAR10,000,000,000 Credit-Linked Note Programme.

The link to the annual financial statements of the Reference Entity is referenced on Annexure 2 below.

For and on behalf of

INVESTEC BANK LIMITED

By:  **Kavisha Pillay**
duly authorised
Authorised Signatory

Date: 21/11/17

By:  **Carmen Malcolm**
duly authorised
Authorised Signatory

Date: 21-11-2017

Annexure 1

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107544Z SJ Equity		1) Company Tree Rating	92) Alert
Investec Bank Ltd		Page 2/2 Credit Rating Profile	
Fitch		GCR	
1) Outlook	STABLE	13) LT Local Crncy Outlook	STABLE
2) LT Issuer Default Rating	BB+	14) ST Local Crncy Outlook	STABLE
3) LT LC Issuer Default	BB+	15) LC Curr Issuer Rating	AA-
4) Senior Unsecured Debt	BB+	16) ST Local Issuer Rating	A1+
5) Short Term	B	Capital Intelligence	
6) ST Issuer Default Rating	B	17) Finl Strength Outlook	STABLE
7) Individual Rating	WD	18) Foreign Currency Outlook	STABLE
8) Support Rating	3	19) Financial Strength	BBB
9) Viability	bb+	20) Support Rating	3
Fitch National		21) Foreign Long Term	BBB
10) Natl Long Term	AA(zaf)	22) Foreign Short Term	A3
11) Natl Subordinated	AA-(zaf)	Thomson BankWatch	
12) Natl Short Term	F1+(zaf)	23) Long Term	WR
		24) Short Term	WR
Australia 61 2 9777 8600 Brazil 5511 2395 9000 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000 Japan 81 3 3201 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2017 Bloomberg Finance L.P. SN 289546 6573-2039-2 17-May-17 8:20:12 SAST GMT+2:00			

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107544Z SJ Equity

1) Company Tree Rating

92) Alert

Page 1/2 Credit Rating Profile

Investec Bank Ltd

1) Bloomberg Default Risk | DRSK »

Moody's

2) Long Term Rating	Baa2 +-
3) Foreign LT Bank Deposits	Baa2 +-
4) Local LT Bank Deposits	Baa2 +-
5) Senior Unsecured Debt	Baa2 +-
6) Subordinated Debt	(P)Baa3 +-
7) Bank Financial Strength	WR
8) LT Counterparty Risk Assessment	Baa1(cr) +-
9) ST Counterparty Risk Assessment	P-2(cr) +-
10) ST Bank Deposits (Foreign)	P-2 +-
11) ST Bank Deposits (Domestic)	P-2 +-
12) Baseline Credit Assessment	baa2 +-
13) Adj Baseline Credit Assessment	baa2 +-

Moody's National

14) NSR LT Bank Deposit	Aa1.za
15) NSR Short Term	P-1.za

16) Standard & Poor's

SP 

17) Outlook

NEG

18) LT Foreign Issuer Credit

BB+

19) LT Local Issuer Credit

BB+

20) ST Foreign Issuer Credit

B

21) ST Local Issuer Credit

B

S&P National

22) Natl LT Issuer Credit

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23) Natl ST Issuer Credit

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Annexure 2

MTN Group Limited

<https://www.mtn.com/en/Pages/default.aspx>

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