



**INVESTEC BANK LIMITED**

*(Registration number 1969/000763/06)*

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

**ZAR15,000,000,000 Credit-Linked Note Programme**

**Issue of ZAR100,000,000 (One Hundred Million Rand) Senior Unsecured Floating Rate Notes due  
15 January 2025**

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 ZAR15,000,000,000 Programme Memorandum dated 17 March 2021 (the “**Programme Memorandum**”), as updated and amended from time to time. 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.

**PARTIES**

- |                                     |  |
|-------------------------------------|--|
| 1. Issuer                           | Investec Bank Limited  |
| 2. If non-syndicated, Dealer(s)     | The Issuer   |
| 3. If syndicated, Managers          | N/A  |
| 4. Debt Sponsor                     | Investec Bank Limited  |
| 5. Debt Officer                     | Laurence Adams   |
| 6. Paying Agent                     | The Issuer   |
| 7. Specified Office of Paying Agent | Financial Products, 3 <sup>rd</sup> Floor, 100 Grayston Drive,<br>Sandown, Sandton, 2196, South Africa |
| 8. Calculation Agent                | The Issuer   |

9. Calculation Agent City	Johannesburg
10 Transfer Agent	The Issuer
11 Specified Office of Transfer Agent	Financial Products, 3 <sup>rd</sup> Floor, 100 Grayston Drive, Sandown, Sandton, 2196, South Africa
12 Settlement Agent	The Standard Bank of South Africa Limited
13 Specified Office of Settlement Agent	3rd Floor, 25 Sauer Street, Johannesburg, 2001
14 Stabilising Manager (if any)	N/A
15 Specified Office of Stabilising Manager	N/A

**PROVISIONS RELATING TO THE NOTES**

16 Status of Notes	Senior unsubordinated unsecured Notes
(a) Series Number	IVC229
(b) Tranche Number	1
17 Aggregate Principal Amount of Tranche	ZAR100,000,000 (One Hundred Million Rand)
18 Type of Notes	Single Name Notes
19 Interest/Payment Basis	Floating Rate Notes
20 Form of Notes	Registered, Uncertificated Notes
21 Automatic/Optional Conversion from one Interest/ Payment Basis to another	N/A
22 Issue Date	3 October 2022
23 Business Days	None Specified. Determined in accordance with the definition of “ <i>Business Days</i> ” in Condition 1.1 ( <i>General definitions</i> ) of the Terms and Conditions.
24 Additional Business Centre	N/A
25 Principal Amount	ZAR1,000,000 per Note on Issue Date
26 Specified Denomination	ZAR1,000,000 per Note
27 Calculation Amount	The outstanding Principal Amount per Note
28 Issue Price	100% per Note

29 Interest Commencement Date	3 October 2022
30 First Interest Payment Date	15 January 2023
31 Scheduled Maturity Date	15 January 2025
32 Currency of Issue	ZAR
33 Settlement Currency	ZAR
34 Applicable Business Day Convention	Following Business Day
35 Redemption Basis	Redemption at par
36 Automatic/Optional Conversion from one Redemption Basis to another	N/A
37 Final Redemption Amount	The outstanding Principal Amount per Note plus accrued, unpaid interest (if any) to the date fixed for Redemption
38 Currency Rate Source	For purposes of paragraph (c) of the definition of Currency Rate: None Specified. As in accordance with Condition 1.1 ( <i>General definitions</i> ) of the Terms and Conditions
39 Default Rate	For purpose of Condition 2.3 ( <i>Deferred Payment Notes</i> ) of the Terms and Conditions: N/A  For purpose of Condition 6.8 ( <i>Accrual of Interest</i> ) of the Terms and Conditions: Interest Rate plus 2% (two percent)
40 Books Closed Period(s)	The Register will be closed from 6 January to 15 January, 6 April to 15 April, 6 July to 15 July and 6 October to 15 October in each year (all dates inclusive) until the Applicable Redemption Date, or 10 (ten) days prior to any Payment Day
41 Last Day to Register	5 January, 5 April, 5 July and 5 October in each year, or if such day is not a Business Day, the Business Day before each Books Closed Period, or the last Business Day immediately preceding the commencement of the Books Closed Period
<b>FIXED RATE NOTES</b>	N/A
<b>FLOATING RATE NOTES</b>	Applicable
42 Payment of Interest Amount	

(a)	Interest Rate(s)	Screen Rate Determination plus Margin
(b)	Interest Period(s)	Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period will commence on and include the Interest Commencement Date and end on but exclude the following Interest Payment Date (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
(c)	Interest Payment Date(s)	Means 15 January, 15 April, 15 July and 15 October in each year or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in the Applicable Pricing Supplement) with the first Interest Payment Date being 15 January 2023
(d)	Interest Rate Determination Date(s)	Means 15 January, 15 April, 15 July and 15 October in each year or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in the Applicable Pricing Supplement) with the first Interest Rate Determination Date being the Interest Commencement Date
(e)	Specified Period	N/A
(f)	Any other terms relating to the particular method of calculating interest	None
(g)	Definition of Business Day (if different from that set out in Condition 1.1 ( <i>General definitions</i> ))	N/A
(h)	Minimum Interest Rate	N/A
(i)	Maximum Interest Rate	N/A
(j)	Day Count Fraction	Actual/365
(k)	Other terms relating to the method of calculating interest (e.g.: day count fraction, rounding up	N/A

provision, if different from  
Condition 6.2 (*Interest on  
Floating Rate Notes*)

43 Manner in which the Interest Rate is to be determined	Screen Rate determined Determination
44 Margin	1.50% (one point five zero percent) for the period beginning on and including the Issue Date to but excluding 15 January 2024; and 1.70% (one point seven zero percent) for the period beginning on and including 15 January 2024 to but excluding the Scheduled Maturity Date
45 If ISDA Determination	N/A
46 If Screen Rate Determination	
(a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	ZAR-JIBAR-SAFEX with a Designated Maturity of 3 months
(b) Interest Rate Determination Date(s)	15 January, 15 April, 15 July and 15 October in each year or if such day is not a Business Day then, as adjusted in accordance with the applicable Business Day Convention (as specified in the Applicable Pricing Supplement), with the first Interest Rate Determination Date being the Interest Commencement Date
(c) Relevant Screen page and Reference Code	Reuters Screen SAFEX page “SF X 3M Yield”, or any successor page
(d) Relevant Time	11:00 a.m.
47 If Interest Rate to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for determining Interest Rate/Margin/Fallback provisions	N/A
48 If different from Calculation Agent, agent responsible for calculating amount of principal and interest	N/A
<b>ZERO COUPON NOTES</b>	N/A
<b>PARTLY PAID NOTES</b>	N/A
<b>INSTALMENT NOTES</b>	N/A

<b>MIXED RATE NOTES</b>	N/A
<b>INDEXED NOTES</b>	N/A
<b>DUAL CURRENCY NOTES</b>	N/A
<b>EQUITY LINKED/COMMODITY LINKED OR OTHER NOTES</b>	N/A
<b>PROVISIONS REGARDING REDEMPTION/MATURITY</b>	
49 Call Option:	Applicable
(a) Optional Redemption Date (s) (Call):	15 January 2024
(b) Optional Redemption Amount(s) (Call) of each Note and method, if any, of calculation of such Amount(s):	Aggregate outstanding Principal Amount per Note plus accrued unpaid interest to the Optional Redemption Date (Call)
(c) Notice period(s):	Not less than 15 (fifteen) days and the redemption will be announced on SENS not less than 10 (ten) days before the Optional Redemption Date (Call)
(d) If redeemable in part:	N/A
50 Put Option	N/A
51 Early Redemption: Tax Event	Applicable
52 Early Redemption: Amount(s) payable on redemption following a Tax Event (if applicable), illegality or on Event of Default (if required), if yes:	Yes
(a) Amount payable; or	As set out in item 52 (b)
(b) Method of calculation of amount payable (if required or if different from the definition of Early Redemption Amount in Condition 1.1 ( <i>General definitions</i> ))	In respect of Redemption following a Tax Event: The outstanding Principal Amount per Note plus accrued unpaid interest (if any) to the date fixed for Redemption, less Standard Unwind Costs
53 Early Redemption: Merger Event:	N/A
54 Early Redemption Amount(s) payable on redemption following a hedge disruption in	No

accordance with Condition 21 (*Hedging Disruption*) if yes:

- (a) Minimum period of notice: N/A
- (b) Minimum period of notice: N/A

## **CREDIT LINKED PROVISIONS**

### **55 General Provisions:**

- (a) Trade Date: 14 September 2022
- (b) Effective Date: Issue Date
- (c) Scheduled Termination Date: The Scheduled Maturity Date
- (d) Reference Entity(ies): Discovery Limited
- (e) Standard Reference Obligation: N/A
- (f) Seniority Level: Senior Level
- (g) Reference Obligation(s): Any Obligation of the Reference Entity selected by the Calculation Agent for the purpose of valuation following a Credit Event. The Calculation Agent shall notify investors of such Obligation via SENS, as soon as possible following the occurrence of a Credit Event.
- (h) Financial Information of the Guarantor/Issuer of the Reference Obligation: The financial information of the Reference Entity will be available on the Reference Entity's website, <https://www.discovery.co.za/corporate/investor-relations> as of the Issue Date the aforementioned information can be obtained from the aforementioned website. The Issuer shall not however be responsible for: (i) such information (a) remaining on such website, (b) being removed from such website, (c) being moved to another location or (d) for notifying any party (including the Noteholder) of the occurrence of any of the events stated in paragraphs 65(h)(i)(b) and 65(h)(i)(c) and/or (ii) the correctness and/or completeness of such information.
- (i) Financial Reference Entity Terms: Applicable
- (j) Reference Entity Notional Amount: Principal Amount per Note
- (k) All Guarantees: Applicable

(l)	Reference Price:	100%
(m)	Credit Events:	<p>Bankruptcy</p> <p>Failure to Pay</p> <p style="padding-left: 40px;">Grace Period Extension: Applicable</p> <p style="padding-left: 40px;">Grace Period: 3 (three) Business Days</p> <p style="padding-left: 40px;">Payment Requirement: None Specified. Determined in accordance with the definition of “<i>Payment Requirement</i>” in Condition 1.2 (<i>Credit-linked definitions</i>) of the Terms and Conditions.</p> <p>Obligation Acceleration</p> <p>Repudiation/Moratorium</p> <p>Restructuring</p> <ul style="list-style-type: none"> <li>– Modified Restructuring Maturity Limitation and Conditionally Transferrable Obligation: Applicable</li> <li>– Restructuring Maturity Limitation and Fully Transferrable Obligation: <ul style="list-style-type: none"> <li>Not Applicable</li> </ul> </li> <li>– Multiple Holder Obligation: <ul style="list-style-type: none"> <li>Applicable</li> </ul> </li> </ul> <p>Governmental Intervention</p>
(n)	Default Requirement:	ZAR10,000,000
(o)	Notice Delivery Period:	None Specified. Determined in accordance with the definition of “ <i>Default Requirement</i> ” in Condition 1.2 ( <i>Credit-linked definitions</i> ) of the Terms and Conditions.
(p)	Conditions to Settlement:	<p>Credit Event Notice</p> <p>Alternative time for delivery of a Credit Event Notice: N/A</p> <p>Notifying Party: Issuer</p>



Notice of Publicly Available Information:  
Applicable

If Applicable:

Public Source(s): Standard South African  
Public Sources

Specified Number: 2

(q) Obligation[s]:

Obligation Category

Bond or Loan

Obligation Characteristics

Not Subordinated

Specified Currency: ZAR

Additional Obligation(s):

N/A

(r) Excluded Obligation[s]:

N/A

(s) Settlement Method:

Cash Settlement

(t) Fallback Settlement Method:

N/A

(u) Accrued Interest:

Exclude Accrued Interest: Applicable

(v) Additional Provisions:

N/A

(w) Unwind Costs:

Standard Unwind Costs

**56 Cash Settlement Provisions:**

Applicable

(a) Credit Event Redemption  
Amount:

Specified. The Credit Event Redemption Amount per  
Note will be an amount determined by the  
Calculation Agent equal to the greater of (a) zero and  
(b) an amount determined as follows:

(i) The outstanding Principal Amount multiplied by  
the Final Price; less

(ii) any Unwind Costs

(b) Credit Event Redemption Date:

3 (three) 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
(f)	Quotation Amount:	Representative Amount
(g)	Minimum Quotation Amount:	None Specified. Determined in accordance with the definition of “ <i>Cash Settlement Amount</i> ” in Condition 1.2 ( <i>Credit-linked definitions</i> ) of the Terms and Conditions.
(h)	Quotation 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)	Market Value:	None Specified. Determined in accordance with the definition of “ <i>Market Value</i> ” in Condition 1.2 ( <i>Credit-linked definitions</i> ) of the Terms and Conditions.
(j)	Valuation Method:	Highest
(k)	Other terms or special conditions relating to Cash Settlement:	N/A
<b>57</b>	<b>Physical Settlement Provisions:</b>	N/A
<b>58</b>	<b>Auction Settlement Provisions:</b>	N/A
<b>GENERAL</b>		
59	Material Changes	As at the date of this Applicable Pricing Supplement, there has been no material change in the financial or trading position of the Issuer and its subsidiaries since the date of the Issuer’s latest consolidated financial results for the year ended 31 March 2022. As at the date of this Applicable Pricing Supplement, there has been no involvement by KPMG Inc. and Ernst & Young Inc., the auditors of the Issuer, in making the aforementioned statement.
60	Total Notes in issue (including current issue)	ZAR9,980,104,752 (nine billion nine hundred and eighty million one hundred and four thousand, seven

hundred and fifty-two Rand). The Issuer confirms that aggregate Principal Amount of all Notes Outstanding under this Programme is within the Programme Amount.

61 Financial Exchange	JSE
62 ISIN No.	ZAG000190349
63 Instrument Code	IVC229
64 Additional selling restrictions	N/A
65 Clearing System	Strate Proprietary Limited
66 Provisions relating to stabilisation	N/A
67 Receipts attached? If yes, number of Receipts attached	N/A
68 Coupons attached? If yes, number of Coupons attached	N/A
69 Method of distribution	Private Placement
70 Credit Rating assigned to Issuer as at the Issue Date (if any)	See Annexe "A" ( <i>Applicable Credit Ratings</i> ).  For the avoidance of doubt, the Notes have not been individually rated.  These ratings will be reviewed from time to time.
71 Stripping of Receipts and/or Coupons prohibited as provided in Condition 28.4 ( <i>Prohibition on stripping</i> )	No
72 Governing law (if the laws of South Africa are not applicable)	N/A
73 Other Banking Jurisdiction	N/A
74 Use of proceeds	General banking business of the Issuer
75 Surrendering of Individual Certificates	N/A
76 Reference Banks	As defined in Condition 1.1 ( <i>General definitions</i> ) of the Terms and Conditions
77 Exchange control approval	Not applicable

## 78 Other provisions

If at any time the Issuer's credit exposure to the Reference Entity pursuant to any Indebtedness (as defined below) is reduced as a result of the Indebtedness being repaid or prepaid, whether partially or in full and for any reason whatsoever (other than pursuant to the occurrence of a Credit Event), on a date prior to the scheduled date for repayment of that Indebtedness ("Prepayment"), then the Issuer shall be entitled, at any time after receiving a notice of such proposed or actual Prepayment, to redeem the Notes in an aggregate amount stipulated in the Early Redemption Notice (as defined below) (each such amount a "Prepayment Amount"), provided that the aggregate Prepayment Amounts shall not exceed the aggregate amount of the capital portion of the Prepayment(s) received or to be received by the Issuer, as follows:

- (i) fully (at the outstanding Principal Amount of the Notes), or partially per Note (by dividing the Prepayment Amount by the number of Notes in issue), plus
- (ii) accrued but unpaid interest on each Note up to the date stipulated for redemption of the Notes in the Early Redemption Notice.

The Issuer shall be entitled to so redeem the Notes on 15 days' prior written notice to Noteholders ("Early Redemption Notice"). Accordingly, the redemption date shall be the date stipulated in such Early Redemption Notice, the Books-Close period shall be 3 Business Days prior to such redemption date until the redemption date and the Last Day to Register shall be the Business Day prior to the commencement of the Books Close period.

For the avoidance of doubt, the Issuer shall be entitled to deliver a Credit Event Notice and Notice of Publicly Available Information whether or not any Early Redemption Notice has been delivered to the Noteholders.

For purposes of this 78 “Indebtedness” shall mean any one or more of the following

- (a) any indebtedness of the Reference Entity, or
- (b) any counter-indemnity obligation, guarantee, surety, indemnity, bond, standby or documentary letter of credit issued by or entered into by the Reference Entity,

for or in respect of

- (i) moneys borrowed or credit obtained;
- (ii) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (i) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (ii) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (iii) any Treasury Transaction (as defined below) (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (iv) any amount raised by, and all amounts accrued and/or payable on account of, the issue of shares which are redeemable; and

- (v) any counter-indemnity obligation in respect of a guarantee, surety, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution.

"Treasury Transaction" means any currency or interest purchase, cap or collar agreement, forward rate agreements, interest rates or currency future or option contracts, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined interest rate and currency swap agreement and any other similar agreement in each case entered into in connection with protection against or benefit from fluctuation in any rate or price.

**Responsibility Statement:**

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 as read together with this Applicable Pricing Supplement contains all information required by Applicable Laws and the Debt Listings Requirements of the JSE. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum as read together with the annual financial statements and this Applicable Pricing Supplement and the annual reports and any amendments or any supplements to the aforementioned documents, except as otherwise stated therein or herein.

The JSE takes no responsibility for the contents of the information contained in the Programme Memorandum as read together with this Applicable Pricing Supplement, and any amendments or any supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of any of the Applicable Pricing Supplement and any amendments or any supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the information contained in the aforementioned documents. The JSE's approval of the registration of the Programme Memorandum and listing of the debt securities is not to be taken in any way as an indication of the merits or the Issuer or of any of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Application **is hereby** made to list this issue of Notes on 3 October 2022

**SIGNED** at Johannesburg on this 30<sup>th</sup> day of September 2022

For and on behalf of  
**INVESTEC BANK LIMITED**



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Name: Kavisha Pillay  
Capacity: Authorised Signatory  
Who warrants his/her authority hereto



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Name: Sue Neilan  
Capacity: Authorised Signatory  
Who warrants his/her authority hereto

# Annexure A

INTSJ Float 07/14/24	Company Tree Ratings ▾	Alert	Page 1/3	Credit Profile
<b>Investec Bank Ltd</b>				
1) Bloomberg Default Risk   DRSK »			Moody's (Continued)	
2) Issuer Default Risk IG5			17) ST Counterparty Risk Ratin... NP	
			18) ST Counterparty Risk Ratin... NP	
<b>Moody's</b>			<b>Moody's National</b>	
3) Outlook STABLE			19) NSR LT Bank Deposit Aa1.za	
4) Foreign LT Bank Deposits Ba2			20) NSR Short Term P-1.za	
5) Local LT Bank Deposits Ba2			21) Standard & Poor's 1	
6) Senior Unsecured Debt Ba2			22) Outlook POS	
7) Subordinated Debt (P)Ba2			23) LT Foreign Issuer Credit BB-	
8) Bank Financial Strength WR			24) LT Local Issuer Credit BB-	
9) LT Counterparty Risk Assess... Ba1(cr)			25) ST Foreign Issuer Credit B	
10) ST Counterparty Risk Assess... NP(cr)			26) ST Local Issuer Credit B	
11) ST Bank Deposits (Foreign) NP			<b>S&amp;P National</b>	
12) ST Bank Deposits (Domestic) NP			27) Natl LT Issuer Credit zaAA	
13) Baseline Credit Assessment ba2			28) Natl ST Issuer Credit zaA-1+	
14) Adj Baseline Credit Assessm... ba2				
15) LT Counterparty Risk Rating ... Ba1				
16) LT Counterparty Risk Rating ... Ba1				
<small>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 4565 8900 Singapore 65 6212 1000 U.S. 1 212 318 2000 Copyright 2022 Bloomberg Finance L.P.            SN 243810 6573-3304-173 25-Jul-22 15:44:30 SAST GMT+2:00</small>				

INTSJ Float 07/14/24	Company Tree Ratings ▾	Alert	Page 2/3	Credit Profile
<b>Investec Bank Ltd</b>				
<b>Fitch</b>			13) Credit Benchmark Composites   CRDT »	
1) Outlook STABLE			14) 6M Trend Positive	
2) LT Issuer Default Rating BB-			15) Issuer Consensus* Not Subscrib...	
3) LT LC Issuer Default BB-			16) Issuer Band HY1	
4) Senior Unsecured Debt BB-			17) Bank/Contributor Count 14	
5) Short Term B			18) Level of Agreement High	
6) ST Issuer Default Rating B			19) Search Coverage Universe   CRSR »	
7) Individual Rating WD			*Premium Field	
8) Support Rating WD			<b>GCR</b>	
9) Viability bb-			20) LT Local Crncy Outlook STABLE	
<b>Fitch National</b>			21) ST Local Crncy Outlook STABLE	
10) Natl Long Term AA+(zaf)			22) LC Curr Issuer Rating AA-	
11) Natl Subordinated AA-(zaf)			23) ST Local Issuer Rating A1+	
12) Natl Short Term F1+(zaf)				
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