



INVESTEC BANK LIMITED

(Registration number 1969/000763/06)

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

ZAR20,000,000,000 Credit-Linked Note Programme

**Issue of ZAR100,000,000 (one hundred million Rand) Senior Unsecured Mixed Rate Notes due
31 January 2037**

This document constitutes the amended and restated Applicable Pricing Supplement (“**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 ZAR20,000,000,000 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 rd Floor, 100 Grayston Drive, Sandown, Sandton, 2196, South Africa
8. Calculation Agent	The Issuer

9. Specified office of Calculation Agent	Financial Products, 3 rd Floor, 100 Grayston Drive, Sandown, Sandton, 2196, South Africa
10. Transfer Agent	The Issuer
11. Specified Office of Transfer Agent	Financial Products, 3 rd 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	IVC311
(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	Mixed 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 2024
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 2024
30. First Interest Payment Date	31 January 2025
31. Scheduled Maturity Date	31 January 2037
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, but excluding, 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 21 to 31 January, 20 to 30 April, 21 to 31 July and 21 to 31 October in each year (inclusive of the first date and exclusive of the last date) until the Applicable Redemption Date, or 10 (ten) days prior to but excluding any Payment Day
41. Last Day to Register	20 January, 19 April, 20 July and 20 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
FIXED RATE NOTES	Applicable

42. Payment of Interest Amount

- | | | |
|-----|---|--|
| (a) | Interest Rate(s) | 10.02% (ten point zero two percent) nominal annual compounded quarterly in arrear (“ nacq ”), payable quarterly in arrear |
| (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) 31 July 2029 and end on (but exclude) the following Interest Payment Date (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention) until but excluding the Scheduled Maturity Date |
| (c) | Interest Payment Date(s) | means 31 January, 30 April, 31 July and 31 October of each calendar year for the period commencing on but excluding 31 July 2029 to and including the Scheduled Maturity Date 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 Fixed Rate Interest Payment Date being 31 October 2029 |
| (d) | Interest Rate Determination Date(s) | N/A |
| (e) | Fixed Coupon Amount[(s)] | N/A |
| (f) | Initial Broken Amount | N/A |
| (g) | Final Broken Amount | N/A |
| (h) | Day Count Fraction | Actual/365 Basis |
| (i) | Any other terms relating to the particular method of calculating interest | N/A |

FLOATING RATE NOTES

Applicable

43. Payment of Interest Amount

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|-----|------------------|------------------------------------|
| (a) | Interest Rate(s) | The Reference Rate plus the Margin |
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(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) until but excluding 31 July 2029
(c)	Interest Payment Date(s)	31 January, 30 April, 31 July and 31 October in each year from but excluding the Interest Commencement date to but including 31 July 2029 with the first Interest Payment Date being 31 January 2025 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)
(d)	Interest Rate Determination Date(s)	31 January 30 April, 31 July and 31 October in each year until but excluding 31 July 2029 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	N/A

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

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|--|---|
| 44. Manner in which the Interest Rate is to be determined | Screen Rate Determination |
| 45. Margin | 3% (three percent) for the period beginning on and including the Interest Commencement Date (as adjusted in accordance with the applicable Business Day Convention) to but excluding 31 July 2029 |
| 46. If ISDA Determination | N/A |
| 47. 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 or, if ZAR-JIBAR-SAFEX ceases to be the approved Reference Rate, the replacement Reference Rate (together with a spread (if applicable) determined by the Calculation Agent in its sole discretion taking into account prevailing market practice or any spread published by a governmental authority or industry body) determined by the Calculation Agent and notified to the Noteholders in accordance with Condition 19 (Notices). |
| (b) Interest Rate Determination Date(s) | 31 January 30 April, 31 July and 31 October in each year until but excluding 31 July 2029 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. |
| (c) Relevant Screen page and Reference Code | Reuters Screen SAFEY page "SF X 3M Yield", or any successor page or, if ZAR-JIBAR-SAFEX ceases to be the approved and if applicable to the determination of any component of the replacement Reference Rate referred to in (iv)(a) paragraph, the Relevant Screen page and Reference Code selected by the Calculation Agent and notified to the Noteholders in accordance with Condition 19 (Notices). |

(d) Relevant Time	11:00 a.m.
48. 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
49. If different from Calculation Agent, agent responsible for calculating amount of principal and interest	N/A
ZERO COUPON NOTES	N/A
PARTLY PAID NOTES	N/A
INSTALMENT NOTES	N/A
MIXED RATE NOTES	Applicable
50. Period(s) during which the interest rate for the Mixed Rate Notes will be (as applicable) that for:	
(a) Floating Rate Notes	From and including the Issue Date to but excluding 31 July 2029 (as adjusted in accordance with the applicable Business Day Convention)
(b) Fixed Rate Notes	From and including 31 July 2029 (as adjusted in accordance with the applicable Business Day Convention) to but excluding the Scheduled Maturity Date
(c) Indexed Notes	N/A
(d) Dual Currency Notes	N/A
(e) Equity Linked Notes	N/A
(f) Commodity Linked Notes	N/A
(g) Other Notes	N/A
51. The Interest Rate and other pertinent details are set out under the headings relating to the applicable forms of Notes	
INDEXED NOTES	N/A
DUAL CURRENCY NOTES	N/A

**EQUITY LINKED/COMMODITY LINKED
OR OTHER NOTES** N/A

**PROVISIONS REGARDING
REDEMPTION/MATURITY**

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| 52. Call Option: | N/A |
| (a) Optional Redemption Date (s) (Call): | N/A |
| (b) Optional Redemption Amount(s) (Call) of each Note and method, if any, of calculation of such Amount(s): | N/A |
| (c) Notice period(s): | N/A |
| (d) If redeemable in part: | N/A |
| 53. Put Option | N/A |
| 54. Early Redemption: Tax Event | Applicable |
| 55. 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 | N/A |
| (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 |
| 56. Early Redemption: Merger Event: | N/A |
| 57. Early Redemption Amount(s) payable on redemption following a hedge disruption in accordance with Condition 21 (<i>Hedging Disruption</i>) if yes: | N/A |
| (a) Minimum period of notice: | N/A |
| (b) Minimum period of notice: | N/A |

CREDIT LINKED PROVISIONS

58. **General Provisions:**

(a)	Trade Date:	25 September 2024
(b)	Effective Date:	Issue Date
(c)	Scheduled Termination Date:	The Scheduled Maturity Date
(d)	Reference Entity(ies):	The Republic of South Africa
(e)	Standard Reference Obligation	N/A
(f)	Seniority Level	Senior Level
(g)	Reference Obligation(s):	<p>The Reference identified as follows:</p> <p>Primary Obligor: Republic of South Africa</p> <p>Maturity Date: 31 January 2037</p> <p>Coupon: 8.5%</p> <p>SA Government Bond Identifier: R2037</p> <p>ISIN: ZAG000107012</p>
(h)	Financial Information of the Guarantor/Issuer of the Reference Obligation	N/A
(i)	Financial Reference Entity Terms:	Applicable
(j)	Reference Entity Notional Amount:	ZAR 115,035,000
(k)	All Guarantees:	Not Applicable
(l)	Reference Price:	100%
(m)	Credit Events:	<p>Failure to Pay</p> <p>Grace Period Extension: Applicable</p> <p>Grace Period: 3 (three) Business Days</p> <p>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>

		Obligation Acceleration
		Repudiation/Moratorium
		Restructuring
		MOD R. Not Applicable
		MOD MOD R. Applicable
		– Multiple Holder Obligation:
		Not Applicable
(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:	Credit Event Notice
		Alternative time for delivery of a Credit Event Notice: N/A
		Notifying Party: Issuer
		Notice of Physical Settlement: Applicable
		Notice of Publicly Available Information: Applicable
		If Applicable:
		Public Source(s): Standard South African Public Sources
		Specified Number: 2
(q)	Obligation[s]:	
	Obligation Category	Reference Obligation Only
	Obligation Characteristics	Listed
		Not Subordinated
		Specified Currency: ZAR

	Additional Obligation(s):	N/A
(r)	Excluded Obligation[s]:	N/A
(s)	Settlement Method:	Physical Settlement
(t)	Fallback Settlement Method:	Cash
(u)	Accrued Interest:	Exclude Accrued Interest: Applicable
(v)	Additional Provisions:	N/A
(w)	Unwind Costs:	Standard Unwind Costs
59.	Cash Settlement Provisions:	Applicable as fallback settlement method only
(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 (if applicable)
(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 “Cash Settlement Amount” 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
60. Physical Settlement Provisions:	N/A
61. Auction Settlement Provisions:	N/A

GENERAL

62. 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 audited annual financial statements for the financial year ended 31 March 2024. As at the date of this Applicable Pricing Supplement, there has been no involvement by PricewaterhouseCoopers Inc. and Deloitte Touche Inc., the auditors of the Issuer, in making the aforementioned statement.
63. Total Notes in issue (including current issue)	ZAR12,249,200,000 (twelve billion two hundred and forty-nine million two hundred thousand Rand). The Issuer confirms that aggregate Principal Amount of all Notes Outstanding under this Programme is within the Programme Amount.
64. Financial Exchange	JSE
65. ISIN No.	ZAG000209438
66. Instrument Code	IVC311
67. Additional selling restrictions	N/A
68. Clearing System	Strate Proprietary Limited

69.	Provisions relating to stabilisation	N/A
70.	Receipts attached? If yes, number of Receipts attached	N/A
71.	Coupons attached? If yes, number of Coupons attached	N/A
72.	Method of distribution	Private Placement
73.	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.
74.	Stripping of Receipts and/or Coupons prohibited as provided in Condition 28.4 (<i>Prohibition on stripping</i>)	No
75.	Governing law (if the laws of South Africa are not applicable)	N/A
76.	Other Banking Jurisdiction	N/A
77.	Use of proceeds	General banking business of the Issuer
78.	Surrendering of Individual Certificates	N/A
79.	Reference Banks	As defined in Condition 1.1 (<i>General definitions</i>) of the Terms and Conditions
80.	Exchange control approval	N/A
81.	Other provisions	N/A

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.

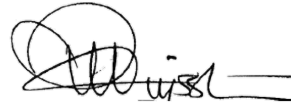
Application is hereby made to list this issue of Notes on 3 October 2024

SIGNED at Johannesburg on this 1 October 2024

For and on behalf of
INVESTEC BANK LIMITED

Susan Neilan

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



Name: **Delmari van Huyssteen**
Capacity: Authorised Signatory
Who warrants his/her authority hereto

Annexure A

The Issuer’s ratings are as set out below in the table below The ratings can also be found on https://www.investec.com/en_za/welcome-to-investec/about-us/investor-relations/credit-ratings.html

Rating agency		Investec Bank Limited - a subsidiary of Investec Limited
Fitch	Long term ratings	
	Foreign Currency	BB-
	National	AA+ (zaf)
	Short term ratings	
	Foreign Currency	B
	National	F1+ (zaf)
	Outlook	Stable
Moody's	Long term ratings	
	Foreign Currency	Baa3
	National	Aaa.za
	Short term ratings	
	Foreign Currency	P-3
	National	P-1.za
	Outlook	Stable
S&P	Long term ratings	
	Foreign Currency	BB-
	National	za.AA
	Short term ratings	
	Foreign Currency	B
	National	za.A-1+
	Outlook	Positive Stable
Global Credit Ratings	Long term ratings	
	International scale, local currency	BB
	National scale	AA(za)
	Outlook	Negative Stable
	Short term ratings	
	International scale, local currency	B
	National scale	A1+(ZA)