

**151st SUPPLEMENT**

**to the**

**Warrant and Note Programme Offering Circular**

**dated**

**20 December 2009**

**Updated on 30 August 2011**

**Updated on 30 September 2012**

**Updated on 21 August 2013**

**Investec Bank Limited**

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Registration Number 1969/004763/06

Directors: Stephen Koseff\*; Richard John Wainwright\*; Glynn Robert Burger\*; Bradley Tapnack\*; Bernard Kantor\*; Nishlan Andre Samujh\*; Samuel Ellis Abrahams; Zarina Bibi Mahomed Bassa; David Friedland; David Martin Lawrence; Khumo Lesego Shuenyane; Peter Richard Suter Thomas; Fani Titi;

\*Executive

Company Secretary: Niki Van Wyk

## **SUPPLEMENT IN RESPECT OF THE LISTING OF UNCOVERED EQUITY STRUCTURED PRODUCTS**

### **Section 1 - General**

The Pricing Supplement relating to each issue of Equity Structured Products will contain (without limitation) the following information as applicable in respect of such Equity Structured Products. All references to numbered conditions are to the Terms and Conditions of the Warrants as specified in the Amended Note and Warrant Programme offering circular dated 20 December 2009 and approved by the JSE (the "Offering Circular") (including the relevant technical supplement in respect of the Equity Structured Products the "Technical Supplement" and together with the Offering Circular, the "Terms and Conditions") and words and expressions defined therein shall bear a corresponding meaning in this Pricing Supplement. In the event that a Put and/or Securities Loan (each as defined in the Technical Supplement) is designated as applicable in this Pricing Supplement, the parties, or their authorised representatives shall execute a Put and/or a Securities Loan and/or Pledge, as the case may be, on the terms substantially similar to Annexure 1, Annexure 2 and Annexure 3, as the case may be, of this Pricing Supplement. In the event of any inconsistency between the terms of the Technical Supplement and the Terms and Conditions, the Technical Supplement shall prevail. In the event of any inconsistency between the terms of this Pricing Supplement and the Programme and/or the relevant Technical Supplement relating to the issue of the Equity Structured Product, this Pricing Supplement shall prevail. This Pricing Supplement deals only with the specific type of Equity Structured Products described herein and should be read together with the relevant Technical Supplement relating to Equity Structured Products.

This Offering Circular is available only in the English language and may be obtained from the offices of the Issuer, the Sponsor and from the Investec Bank Limited website [www.investec.com](http://www.investec.com). The Issuer further confirms that any conditions or restrictions imposed by the South African Reserve Bank in respect of the listing of the warrants have been, and shall be, adhered to by the Issuer.

**The attention of potential investors is drawn to the fact that:**

- (a) they should read this Pricing Supplement in conjunction with the Offering Circular which contains the relevant Technical Supplement; and**
- (b) Potential investors of any Equity Structured Products should ensure that they understand fully the nature of the Equity Structured Products and the extent of their exposure to risks, and that they consider the suitability of the Equity Structured Products as an investment only after careful consideration, with their own advisors, in light of their own circumstances, financial position and information set forth herein. Certain Equity Structured Products involve a high degree of risk, including the risk of their expiring worthless. Potential investors should be prepared to sustain a total loss of their investment in the case of certain Equity Structured Products. The obligations of the Issuer pursuant to the Terms and Conditions in relation to the Equity Structured Products represent general, unsecured, unsubordinated, contractual obligations of the Issuer and rank pari passu in all respects with each other. Investors are reminded that the Equity Structured Products constitute obligations of the Issuer only and of no other person. Therefore, potential investors should understand that they are relying solely on the credit worthiness of the Issuer.**

### Amendment of the Terms and Conditions

The Issuer may with the consent of at least 75 per cent of those Holders, excluding the votes of the Issuer and its affiliates, who attend any meeting of Holders convened by the Issuer in the Republic of South Africa, and subject to approval by the JSE, amend or supplement or substitute any of the Terms and Conditions. For this purpose, each Holder shall be entitled to one vote for each one Warrant held by such Holder. Holders who have delivered an Exercise Notice shall, as regards the Warrants exercised, not be entitled to attend or vote at any such meeting.

The Issuer and any affiliate of the Issuer which is a Holder shall, as regards such Warrants, not be precluded from attending such meeting but shall not be entitled to vote. Any such amendment, supplementation or substitution shall take effect as determined by such meeting but no earlier than the Business Day immediately following the date of such meeting. If no such date is specified by the meeting, it shall take effect on the Business Day immediately following the date of such meeting. Any such amendment, supplementation or substitution shall not take effect as regards Warrants in respect of which an Exercise Notice has been delivered.

#### Taxation

Purchasing, selling and holding Warrants may have tax consequences for Holders, including the possibility of income tax being payable on profits from trading Warrants.

Purchasers of Warrants (including those purchasing after their issue and those holding Warrants upon Exercise) may be required to pay stamp taxes (including securities transfer tax, if applicable, in accordance with the laws and practices of the Republic of South Africa) and other charges in addition to the issue price of each Warrant.

Potential purchasers of Warrants who are in any doubt about their tax position on purchase, ownership, transfer, exercise or non-exercise of any Warrant should consult their own tax advisors.

#### Other

Further in the event of the Issuer providing for a cash payment where any one or more Warrant Holders fail to exercise their rights under the Warrants prior to the Expiry Date, a statement that payment will be made through Strate on the Cash Settlement Date will be issued.

In this Supplement Investec Bank Limited (the "Issuer") sets out the salient terms in respect of the listing of the Warrants in respect of the following:

#### ***Uncovered Equity Structured Products***

**SPIB14**          db-x trackers MSCI USA Index ETF (S&P500® Index)

## Section 2 - Summary of Offering

<b>Issuer:</b>	Investec Bank Limited
<b>Issuers Credit Rating:</b>	“Aa1” for National Long Term Rating by Moodys “AA” for National Long Term Rating by Fitch
<b>Sponsor:</b>	Investec Securities Proprietary Limited
<b>Issue Description:</b>	One Series of Equity Structured Products, comprising inward listed securities classified as foreign for purposes of the South African Reserve Bank Exchange Control Regulations.
<b>Equity Structured Products:</b>	confer on the Holder the right, upon payment of the Capital Contribution Amount, to become a beneficiary of the Trust, and therefore entitled to the rights conferred upon the Holder in terms of the Trust Deed.
<b>Capital Contribution Amount per Equity Structured Product:</b>	ZAR18,243.36
<b>Minimum Subscription Amount:</b>	1
<b>Minimum Exercise Number:</b>	1
<b>Specified Amount:</b>	1
<b>Underlying Parcel:</b>	Holder Underlying Securities per Specified Amount
<b>Holder Underlying Securities per Specified Amount:</b>	

Exchange Traded Fund	JSE Security Code	Quantity of Securities
db x-trackers MSCI USA Index ETF	DBXUS	608

### Put Strike Price:

If the Final Index Level is greater than the Initial Index Level and no Credit Event has occurred, then:

$$\text{Put Strike Price} = \{ \text{USD Notional} \times 131\% + \text{Max} ( 0, [ \frac{FIL - (131\% \times IIL)}{IIL} ] \times \text{USD Notional} ) \} \times \text{CCR}$$

or

if the Final Index Level is less than or equal to the Initial Index Level and where the Barrier Breach has not occurred and no Credit Event has occurred, then:

$$\text{Put Strike Price} = \text{USD Notional} \times \text{CCR}$$

or

if the Final Index Level is less than the Initial Index Level and where the Barrier Breach has occurred and no Credit Event has occurred, then:

Put Strike Price = USD Notional Amount x (FIL/IIL) x CCR

or

If a Credit Event has occurred in respect of the Reference Entity and Conditions to Settlement have been satisfied on or before the Expiry Date, Credit Event has occurred, then:

Put Strike Price = Market Value x Final Price plus CE Interest

Where:

Initial Index Level ( <i>IIL</i> ):	The closing level of the Index on the Trade Date: 2,391.17
Final Index Level ( <i>FIL</i> ):	The closing level of the Index on the Expiry Date.
USD Notional:	USD1,368.34
CCR:	The CCF at close of the business on the Expiry Date
Trade Date:	02 May 2017
Barrier Breach:	means that at any time the Index on any Index Business Day on or before the Expiration Date falls below 70% of the Initial Index Level.

**Currency Conversion Factor “CCF”:** Means, in respect of a date, the ZAR/USD exchange rate as determined by the Calculation Agent.  
i.e. where ZAR 7.50 equates to USD 1 then the Currency Conversion Factor will be 7.50.

**Market Value** Means the mid-market price of the Equity Structured Product based on the closing prices on the Business day immediately preceding the event Determination Date.

**Index:** S&P500® Index (Bloomberg: SPX Index)

**Index Sponsor:** Standard and Poor’s

**Related Exchange:** NYSE

**Index Business Day:** Means any day on which the Related Exchange Sponsor disseminates the Index Levels on any Related Exchange, during its regular trading session, subject to the Market Disruption Events and Disruption Fallback provisions set out in this Supplement.

**Reference Entity:** Investec Bank Plc

**Reference Obligation(s):** The Reference Obligations as set out in the Put, attached hereto as Annexure 1

**Final Price:** The recovery price (expressed as a percentage) of the Reference Obligations, determined in accordance with the Valuation Method, and adjusted to take into account the portion of the Issuer’s Hedge Position

affected by the Credit Event, as determined by the Calculation Agent.

<b>CE Interest:</b>	Interest on the Market Value x Final Price, accruing daily for the period from, and including, the Event Determination Date, to and including the Expiry Date at the overnight rate as quoted by the South African Futures Exchange ("Safex") from time to time.
<b>Credit Events:</b>	The Credit Events as detailed in Annexure 1
<b>Exercise:</b>	Equity Structured Products are European Style Warrants that are exercised automatically on the Expiration Date, in accordance with terms of the Put, attached hereto as Annexure 1.
<b>Exercise Procedure:</b>	<p>No Exercise Notice is required in order to exercise the Equity Structured Product.</p> <p>Equity Structured Products must be exercised in multiples of the Specified Number, and must tender at least the Minimum Exercise Number in order to exercise their Equity Structured Products, and in order to receive the Settlement Amount.</p> <p>In the event that a Holder holds fewer than the Minimum Exercise Number, the Holder will be obliged to sell the Equity Structured Products to the Issuer, at the prevailing market price of the Equity Structured Product on the Expiration Date.</p> <p>In the event that a Holder holds fewer than the Specified Number, the Holder will be similarly be obliged to sell the Equity Structured Products to the Issuer, at the prevailing market price of the Equity Structured Product on the Expiration Date.</p> <p>The Calculation Agent shall give notice as soon as practicable after the Exercise Date to the Holders setting out Settlement Amount due to the Holders.</p>
<b>Exercise Date:</b>	Means the Expiry Date.
<b>Cover Ratio:</b>	Determines the number of Equity Structured products required for delivery of the Settlement Amount
<b>Expiry Date:</b>	06 November 2020, or if that date is not an Exchange Business Day and an Index Business Day, the next following day which is an Exchange Business Day and an Index Business Day.
<b>Settlement Date:</b>	The Settlement Date, in accordance with the terms of the Put, attached hereto as annexure 1.
<b>Effect of Market Disruption Events on the Rights of the Warrant Holders:</b>	Save to the extent that the Calculation Agent has adjusted the terms of the Put or the Conditions in accordance with the provisions of the Put, as set out in Annexure 1, the rights as conferred upon the Holders in

terms of any specific Equity Structured Product shall remain unaffected, subject to the provisions hereunder.

To the extent that the Calculation Agent determines that the appropriate adjustment upon the occurrence of a Market Disruption, as the case be, in accordance with the provisions of this Supplement shall be the cancellation of the Equity Structured Product, such Equity Structured Product shall automatically lapse and cease to confer any rights on the Holder as at the time the Issuer notifies the Holders of such cancellation.

**Exchange Control:**

The following guidelines are not a comprehensive statement of the South African Exchange Control Regulations (“the Regulations”), they are merely reflective of the Issuer’s understanding of the Regulations and appear only for purposes of information. Holders, who have any doubt as to the action they should take, should consult their professional advisers.

- a. The full nominal or notional exposure in respect of these Warrants must be marked off against the Holder’s foreign portfolio allowance;
- b. All settlements shall take place in the Republic of South Africa, in Rand;
- c. Emigrants from the Common Monetary Area shall not be entitled to utilise “blocked Rand” in order to subscribe for the Warrants.

**Listing:**

“JSE means JSE Limited, a company duly registered and incorporated with limited liability under the company laws of the Republic of South Africa under registration number 2005/022939/06, licensed as an exchange under the Securities Services Act, 2004”.

**Certificates:**

As the Equity Structured Products have been dematerialised, settlement will be effected electronically through the Strate system of the JSE and accordingly, certificates evidencing the Equity Structured Products will not be issued to Holders.

**Regulations:**

The trading and settlement of the Equity Structured Product issue will be subject to the JSE and Strate regulations.

**Business Day:**

Exchange Trading Day

**Calculation Agent:**

Investec Bank Limited

**Issue Date:**

16 May 2017

**Termination of Listing:**

Close of business on the Expiration Date.

**Governing Law:**

South Africa.

**I.S.I.N:**

ZAE000244760

**Name of appointed CSDP**

: FNB Custody Services,  
a division of FirstRand Bank Limited

<b>Bank Code</b>	<b>:</b>	<b>25</b>
<b>Branch Code</b>	<b>:</b>	<b>3455</b>
<b>Holding Bank Account</b>	<b>:</b>	<b>ZA0000035961</b>
<b>Settlement Bank Account</b>	<b>:</b>	<b>ZA0000035961</b>
<b>Bank BIC Code</b>	<b>:</b>	<b>FIRNZAJJ896</b>
<b>Strate Business Partner ID</b>	<b>:</b>	<b>ZA100043</b>
<b>Bank CSD Account Number</b>	<b>:</b>	<b>20004743</b>

## SCHEDULE TO SECTION 2

Long Name	IB SP500USDIGITPLUS NOV20
Short Name	IB SP IB14
Alpha	SPIB14
Style	EP
Instrument Type	BT
Class of Warrant	BTE
Ratio	1:1
Issue Size	17,939
Issue Price (cents)	1,824,336
Strike Price	2,391.17
Expiry Date	06 November 2020
Listing Date	16 May 2017

The Investec ESP is not sponsored, endorsed, sold or promoted by Standard & Poor's ("S&P") or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of the ESP or any member of the public regarding the advisability of investing in securities generally or in the ESP particularly or the ability of the SP500 (the "Index") to track general stock market performance. S&P's and its third party licensor's only relationship to Investec Bank Limited is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to Investec Bank Limited or the ESP. S&P and its third part licensors have no obligation to take the needs of Investec Bank Limited or the owners of the ESP into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for an has not participated in the determination of the prices and amount of the ESP or the timing of the issuance or sale of the ESP or in the determination or calculation of the equation by which the ESP is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Investec ESP.

Neither S&P, it's affiliates nor their third party licensors guarantee the adequacy, accuracy, timeliness or completeness of the index or any data included therein or any communications, including but not limited to, oral or written communications (including electronic communications) with respect thereto. S&P, its affiliates and their third party licensors shall not be subject to any damages or liability for any errors, omissions or delays therein. S&P makes no express or implied warranties, and expressly disclaims all warranties or merchantability or fitness for a particular purpose or use with respect to the marks, the index or any data included therein, without limiting any of the foregoing, in no event whatsoever shall S&P, its affiliates or their third party licensors be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to, loss or profits, trading losses, lost time or goodwill, even if they have been advised or the possibility of such damages, whether in contract, tort, strict liability or otherwise.

## **db x-trackers MSCI USA Index Exchange Traded Fund**

### Exchange Traded Funds — ETFs

Exchange Traded Funds (ETFs) are passively managed investment funds that track the performance of an underlying index. Almost anything you can do with a single share or stock you can do with an ETF unit. Traditional funds (funds with units not listed on an exchange), typically only offer the opportunity to subscribe or redeem units at the Net Asset Value (NAV) on each day. The Deutsche Bank sponsored ETFs offer the same trading opportunities as single stocks on the JSE Limited and are quoted continuously during exchange trading hours. ETFs can be bought or sold via any stockbroker, financial advisor or direct from db x-trackers.

### Underlying

The MSCI USA Index reflects the performance of the United States of America equity markets. The Index contains about 600 constituent securities representing companies with a total market capitalisation of approximately US\$14 trillion. The MSCI USA Index is recognised as a barometer of the United States of America economy and as the holder of db x-trackers MSCI USA Index ETF, an investor will essentially track the United States of America equity markets.

### Information on db x-trackers

Website: [www.dbxtrackers.co.za](http://www.dbxtrackers.co.za)

Hotline: 0861 111288

Email: [dbxtrackers@xclients.co.za](mailto:dbxtrackers@xclients.co.za)

Institutional Sales: +27 11 7757236

ETF Trading: +27 11 7757994

3 Exchange Square

87 Maude Street

Sandton

## **S&P500® Index**

The S&P 500 is a free-float capitalization-weighted index published since 1957 of the prices of 500 large-cap common stocks actively traded in the United States. The stocks included in the S&P 500 are those of large publicly held companies that trade on either of the two largest American stock market companies; the NYSE Euronext and the NASDAQ OMX.

After the Dow Jones Industrial Average, the S&P 500 is the most widely followed index of large-cap American stocks. It is considered a bellwether for the American economy, and is included in the Index of Leading Indicators. Some mutual funds, exchange-traded funds, and other funds such as pension funds, are designed to track the performance of the S&P 500 index.

The index has traditionally been market-value weighted; that is, movements in the prices of stocks with higher market capitalizations have a greater effect on the index than companies with smaller market caps. The index is now *float weighted*. That is, Standard & Poor's now calculates the market caps relevant to the index using only the number of shares available for public trading.

## Annexure 1 – Put Confirmation

To The Trustee acting for an on behalf of the Equity Structured Product Trust  
From Investec Bank Limited  
Date 16 May 2017  
Ref No 32540198; 32540199; 32450592; 32487289; 32573722;  
Subject Confirmation: Floating Put Share Basket Option Transaction

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1. The purpose of this communication is to set forth the terms and conditions of the transactions referred to above and entered into on the Trade Date specified below (the "Transaction") between Investec Bank Limited ("Investec") and the Trustee acting for an on behalf of the Equity Structured Product Trust ("Counterparty"). This communication constitutes a Confirmation as referred to in the Agreement specified below.
2. This Confirmation is subject to, and incorporates, the 2006 ISDA Definitions and the 2002 ISDA Equity Derivatives Definitions and the 2003 ISDA Credit Derivatives Definitions, as supplemented by each of the May 2003 Supplement and the 2005 Matrix Supplement (the "Credit Derivatives Definitions") (the 'Definitions') (the 'Definitions') as published by the International Swaps and Derivatives Association, Inc. ('ISDA'). In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will prevail. Any capitalised terms referred to in this Confirmation which are not defined in the Definitions or the Agreement shall bear the meaning ascribed to them in the Investec Amended Note and Warrant Programme dated 20 December 2009, as amended or supplement from time to time, the Technical Supplement in Respect of Equity Structured Products, and the Pricing Supplement applicable to the Equity Structured Product referred to in Annexure A hereto ("ESP Terms and Conditions"). In the event of any inconsistency between the Definitions and ESP Terms and Conditions, the Definitions will prevail
3. This Confirmation supplements, forms part of and is subject to the ISDA Master Agreement dated 8 October 2010 as amended and supplemented from time to time (the "Agreement") between Investec and Counterparty. All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below.
4. This Confirmation and Agreement referred to above, will be governed by and construed in accordance with the laws of the Republic of South Africa, provided that this provision will be superseded by any choice of law provision contained in the ISDA Master Agreement executed between the parties.
5. Investec and Counterparty represent to each other that it has entered into this Transaction in reliance upon such tax, accounting, regulatory, legal and financial advice as it deemed necessary and not upon any view expressed by the other party. Investec does not hold itself out as a tax advisor and is not aware of all the financial circumstances of Counterparty. Counterparty is therefore advised to seek independent tax advice.
6. It is recorded that this Transaction comprises a series of options entered into in respect of the Holder Underlying Securities per Specified Amount of Equity Structured Products, as set out in Annexure A hereto, and the terms of the option as set out this Confirmation applies to each Basket of the Holder Underlying Securities severally. For the avoidance of doubt the number of options comprised in this Transaction is equal to the number of Equity Structured Products divided by the Specified Amount, as set out in annexure A. The terms of the Transaction to which this Confirmation relates are as follows:

General Terms:

Seller:	Investec
Buyer:	Counterparty, on behalf of each Holder
Original Trade Date:	02 May 2017
Notional Amount:	ZAR18,243.36
Expiration Time:	17H00 p.m. (local time in South Africa)
Expiration Date:	6 November 2020, or if such day is a Disrupted Day, the next following day which is a Scheduled Trading Day (subject to the provisions of Section 6.6 of the Equity Definitions).
Valuation Date:	The Expiration Date
Valuation Time:	Scheduled Closing Time on the Exchange
Number of Options:	One Option over the Holder Underlying Securities
Units:	The Exchange Traded Funds comprising the Holder Underlying Securities.
Issuer:	db x-trackers (Proprietary) Limited
Exchange:	JSE Limited ("JSE")
Index:	S&P 500® Index
Related Exchange:	NYSE
Index Exchange Business Day:	means any day on which the Related Exchange Sponsor disseminates the Index Levels on any Related Exchange, during its regular trading session, subject to the Market Disruption Events and Disruption Fallback provisions set out in this Supplement.
Put Strike Price :	An amount calculated in accordance with the following formulas:

If the Final Index Level is greater than the Initial Index Level and no Credit Event has occurred, then:

$$\text{Put Strike Price} = \{ \text{USD Notional} \times 131\% + \text{Max} ( 0, [ \frac{FIL - (131\% \times IIL)}{IIL} ] \times \text{USD Notional} ) \} \times$$

CCR

**or**

if the Final Index Level is less than or equal to the Initial Index Level and where the Barrier Breach has not occurred and no Credit Event has occurred, then:

Put Strike Price = USD Notional x CCR

**or**

if the Final Index Level is less than or equal to the Initial Index Level and where the Barrier Breach has occurred and no Credit Event has occurred, then:

Put Strike Price = USD Notional x (FIL/IIL) x CCR

**or**

If a Credit Event has occurred in respect of the Reference Entity and the Conditions to Settlement have been satisfied on or before the Expiry Date, Credit Event has occurred, then:

Put Strike Price = Market Value x Final Price plus CE Interest

Where:

Initial Index Level ( <i>IIL</i> ):	The closing level of the Index on the Trade Date: 2391.17
Final Index Level ( <i>FIL</i> ):	The closing level of the Index on the Expiration Date
USD Notional:	USD 1,368.34
CCR:	The CCF at close of the business on the Expiration Date
Barrier Breach:	Means that at any time the Index on any Index Business Day falls below 70% of the Initial Index Level
Currency Conversion Factor "CCF":	means, in respect of a date, the ZAR/USD exchange rate as determined by the Calculation Agent.  I.e. where ZAR 7.50 equates to USD 1 then the Currency Conversion Factor will be 7.50.
Final Price:	The price of the Reference Obligation expressed as a percentage, determined in accordance with the Valuation Method.
CE Interest:	Interest on the Market Value x Final Price, accruing daily for the period from, and including, the Event Determination Date, to and

including the Expiry Date at the overnight rate as quoted by the South African Futures Exchange ("Safex") from time to time.

Market Value:	Means the mid-market price of the Equity Structured Product determined by the Calculation Agent as at close of business on the Business day immediately preceding the Event Determination Date.
Holder Underlying Securities:	A basket comprising of Units, in the relative proportions and numbers as are detailed in the attached Annexure A.
Unit Price:	In respect of each Unit comprising the Holder Underlying Securities, the official closing price, or if there is no official closing price, the mid-market price per Unit on the Exchange at the Valuation Time on the Expiration Date.
Final Reference Amount:	The market value of the Holder Underlying Securities in accordance with the Unit Price of the Units on the Expiration Date.
Calculation Agent:	Investec, whose good faith determinations will be binding on the parties in the absence of manifest error.

## 7. Credit Terms

Reference Entity:	Investec Bank Plc
Reference Obligation(s)	Any Obligation of the Reference Entity.
All Guarantees	Applicable
Conditions to Settlement	Notifying Party: Investec Notice of Publicly Available Information: Applicable
Credit Events	Bankruptcy Failure to Pay Grace Period Extension: Not Applicable Obligation Default Repudiation / Moratorium Restructuring Modified Restructuring Maturity Limitation and Conditional Obligation Applicable
Obligation Category	Bond or Loan
Obligation Characteristics	Not Subordinated
Valuation Date:	Single Valuation Date: The Valuation Date shall be the Event Determination Date, or such other date 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, and provided that the Valuation Date is not later than the Expiry Date.

Quotation Method: Bid  
Quotations: Exclude Accrued Interest  
Valuation Method: Highest

8. The terms set out in this paragraph 8 will only apply if the Final Reference Amount is less than or equal to the Put Strike Price:

Automatic Exercise: Applicable  
Physical Settlement: Applicable. Counterparty must deliver to Investec the Holder Underlying Securities on the Settlement Date, in accordance with the rules of the Clearance System.  
Designation: Investec hereby designates Investec Securities Limited (“Investec’s Designee”) to accept and receive the Holder Underlying Securities and Investec’s Designee may assume such obligations.  
Settlement Price: An amount equal to the Put Strike Price. Investec must pay to Counterparty the Settlement Price on the Settlement Date.  
Settlement Date: 16 November 2020, or if that date is not an Exchange Business Day, the first following day that is an Exchange Business Day.  
Clearance System: The principal clearance system customarily used for settling trades in the Shares.  
Costs: Investec must pay all and any securities transfer tax, stamp duty and/or similar or replacement tax, all Exchange levies and all brokerage that arises out of or in connection with the transfer of the Shares.

9. The terms set out in this paragraph 9 will only apply if the Final Reference Amount is greater than the Put Strike Price.

Premium: The Premium payable by the Counterparty shall be an amount in ZAR equal to the amount by which the Final Reference Amount is greater than the Put Strike Price.

Premium Payment Date: 16 November 2020, or if that date is not an Exchange Business Day, the first following day that is an Exchange Business Day.

10. Settlement Instructions:

Account for Payment to Investec:  
Account Name: Investec Bank Limited  
Account No: 30000108420  
Bank: Investec Bank Sandton Branch  
Branch: Sandton Branch  
Branch Code: 580105

Account for Delivery of Shares to Investec:  
Account Name: Investec Securities Limited  
Scrip Account Number: 400600692  
Bank: Standard Bank  
SWIFT Code: SBZAZAJJ  
Branch Code: 004055

Account for Payment to Counterparty: Bank Investec Bank  
Branch Sandton  
Branch code 580105  
Account Number 30004481390  
Account Name The ESP Trust

11. Adjustments:

For purposes of any adjustments, the applicable Definitions relating to an Index shall apply *mutatis mutandis* to the Unit.

Method of Adjustment: Calculation Agent Adjustment

Index Adjustment Events:

Index Cancellation: Calculation Agent Adjustment

Index Modification: Calculation Agent Adjustment

Index Disruption: Calculation Agent Adjustment

12. Extraordinary Events:

Consequences of Merger Events:

Share-for-Share: Modified Calculation Agent Adjustment

Share-for-Other: Modified Calculation Agent Adjustment

Share-for-Combined: Modified Calculation Agent Adjustment

Consequences of Tender Offers:

Share-for-Share:	Modified Calculation Agent Adjustment
Share-for-Other:	Modified Calculation Agent Adjustment
Share-for-Combined:	Modified Calculation Agent Adjustment
Composition of Combined Consideration:	Not Applicable
Nationalization, Insolvency or Delisting:	Cancellation & Payment

13. Representations:

Agreements and Acknowledgements Regarding Hedging Activities:	Applicable
Non-Reliance:	Applicable
Additional Acknowledgements:	Applicable
Index Disclaimer:	Applicable

14. Other Provisions:

The parties record that simultaneously with the execution of this Transaction they have entered into a deed of pledge whereby Counterparty has pledged the Holder Underlying Securities to Investec for its performance under this Transaction (the "pledge"). The Parties agree that Counterparty shall be obliged to pay the cash equivalent of all and any Distributions) and/or income that shall accrue in respect of the Holder Underlying Securities pledged in terms of the pledge ("pledged Securities") to Investec within 1 (one) Business Day of receipt thereof by Counterparty.

It is further recorded that, in terms of the pledge Investec is entitled to borrow the pledged Securities from time to time in its sole discretion, which securities loan shall be governed by the Global Master Securities Lending Agreement ("GMSLA") entered in to by the Parties.

Distribution/s means any distribution made by the Issuer to the holders of Units, whether in cash or otherwise.

Investec's obligation to return the pledged Securities is conditional upon Counterparty performing all its obligations under this Transaction.

It is agreed further that the performance by Investec of its obligations under the terms of this Transaction are conditional upon the performance by Counterparty of its obligations and undertakings in the pledge, and the GMSLA.

Counterparty hereby authorises Investec to utilise the Holder Underlying Securities and/or funds pledged to Investec under the pledge in settlement of its obligations under this Transaction, without notice to Counterparty and accordingly authorises the release of the pledged Securities and/or the funds, as the case may be, from the operation of the pledge for purposes of such settlement.

Neither party may transfer this Transaction, in whole or in part, without the prior written consent of the non-transferring party.

Any Adjustment by the Calculation Agent for the purposes of this Transaction shall be interpreted in accordance with the provisions contained in the 2002 ISDA Equity Derivative Definitions. In this regard, Counterparty is referred, inter alia, to the definition of Potential Adjustment Event which amongst others includes any event that has a diluting or concentrative effect on the theoretical value of the Share(s). Where a Potential Adjustment Event has been declared the Calculation Agent shall make an adjustment to the terms of this Transaction to reflect the extent to which the theoretical value of the Share(s) is affected by the Potential Adjustment Event. This provision is not intended to amend the Definitions but is intended to record the effect that a Potential Adjustment Event may have to the terms of this Transaction.

Upon receipt hereof, Counterparty hereby agrees to review this Confirmation (Ref No ED 32540198; 32540199; 32450592; 32487289; 32573722 ) and to either (i) notify Investec of any errors or discrepancies or (ii) to confirm that the foregoing correctly sets forth the terms of the agreement with respect to the particular Transaction to which this Confirmation relates by signing this Confirmation and returning to facsimile (27 11) 286 8367, attention Derivatives Confirmation Division or (iii) to achieve an exchange of Confirmations as intended by section 9(e)(ii) of the ISDA Master Agreement by sending an authorised Confirmation in ISDA format to facsimile (27 11) 286 8367 attention Derivatives Confirmation Division

**Annexure A to Annexure 1**

**Equity Structured Product:** SPIB14  
**ISIN Code:** ZAE000244760  
**Number of Equity Structured Products:** 17,939  
**Minimum Subscription Amount:** 1  
**Specified Amount:** 1  
**Listing Date:** 16 May 2017

**Holder Underlying Securities per Specified Amount of Equity Structured Products:**

<b>Exchange Traded Fund</b>	<b>JSE Security Code</b>	<b>Quantity of Securities</b>
db x-trackers MSCI USA Index ETF	DBXUS	608

Provided that in the event of Distribution *in specie*, or an Extraordinary Event resulting in additional Units or any other securities accruing to the Holders of a Unit on the relevant Distribution Payment Date or the effective date of such Extraordinary Event, the Holder Underlying Securities shall be automatically be deemed to be adjusted to include such additional Units or other securities.

**CONFIRMATION OF SECURITIES LOAN TRANSACTION (“SECURITIES LOAN CONFIRMATION”)**

From: Investec Bank Limited (“**Borrower**”)

To: The Trustee acting for and on behalf of The Equity Structured Product Trust (“**Lender**”)

Date: 16 May 2017

Ref: ED\_32540198; 32540199; 32450592; 32487289; 32573722

1. This Securities Loan Confirmation records the terms of the above referenced securities loan transaction and is issued in terms of the Global Master Securities Lending Agreement entered into between the parties, dated **8 October 2010** (the “**Agreement**”). This Securities Loan Confirmation must be read with and forms part of the Agreement. For this purpose, the definitions in the Agreement shall apply in this Securities Loan Confirmation; however this Securities Loan Confirmation shall prevail in respect of any discrepancies between the Agreement and this Securities Loan Confirmation.
2. Any capitalised terms referred to in this Securities Loan Confirmation which are not defined in the Agreement shall bear the meaning ascribed to them in the Investec Amended Note and Warrant Programme dated 20 December 2009, as amended or supplemented from time to time, the Technical Supplement in Respect of Equity Structured Products, and the Pricing Supplement applicable to the Equity Structured Product referred to in Annexure A hereto (“**ESP Terms and Conditions**”). In the event of any inconsistency between the Agreement and ESP Terms and Conditions, the Agreement will prevail.
3. The terms hereof supplement, form part of and amend, where appropriate, the terms of the Agreement referred to above.
4. It is recorded that this transaction comprises a series of transactions entered into in respect of the Holder Underlying Securities per Specified Amount of Equity Structured Products, as set out in Annexure A hereto, and the terms of the transaction set out in this Securities Loan Confirmation applies to each of the Holder Underlying Securities severally. The terms of the transaction to which this Securities Loan Confirmation relates are:

**General**

Lender:	The Trustee acting for and on behalf of The Equity Structured Product Trust, on behalf of each Holder
Borrower:	Investec Bank Limited
Trade Date:	02 May 2017
Effective Date:	02 May 2017
Delivery Date:	02 May 2017

Loaned Securities:	Holder Underlying Securities, per Annexure A
JSE Security Code:	As per Annexure A
Quantity of Initial Loaned Securities:	As per Annexure A
Collateral Amount:	Not Applicable
Collateral Payment Date:	Not Applicable
Collateral Interest Rate	Not Applicable
Future Value of Collateral (Collateral Amount plus Interest):	Not Applicable
Collateral Available (after Collateral Payment Date plus Interest):	Not Applicable
Lending Rate:	Not Applicable
Fee Minimum:	nil fee
Margin:	Not Applicable
Agency or Principal Deal:	Principal
Income:	Any Income with respect to any Loaned Securities in respect of this Securities Loan Confirmation which records the above securities loan transaction shall be retained by the Borrower. Lender has been compensated for any distributions which the Lender will have been entitled to during the period of any transaction by virtue of the fact that the Borrower has adjusted the terms of the transaction to take this benefit into account. Income shall mean any interest, dividends or other distributions of any kind whatsoever with respect to any Securities.

5. The parties record that simultaneously with the execution of this transaction they have entered into an equity option transaction the terms of which are recorded in Borrower's equity option transaction Confirmation bearing Reference ED [●] ("**the Equity Option Transaction**"). The terms reflected therein as they relate to the obligation of Borrower to return the Loaned Securities are hereby confirmed. The parties agree that the obligation of Borrower to return the Loaned Securities is conditional upon Lender ("**Counterparty**" under the Equity Option Transaction) fulfilling all of its obligations under the Equity Option Transaction as well as this Security Loan Confirmation and the Agreement.
6. The parties further record that the Lender has ceded and pledged all of its right title and interest in and the Basket Shares, as defined in the Equity Option Transaction held in an account in the name of the Lender at Investec Securities Limited ("**the Pledge Account**"), to the Borrower, as continuing covering security for the Lenders obligations to the Borrower under the Equity Option Transaction, in terms of a written pledge and accession agreement ("**the Pledge Agreement**"). In

terms of the Pledge Agreement the Borrower is entitled to, at the Borrower's sole discretion, to procure securities from the Pledge Account in pursuance of a securities loan as contemplated herein.

7. It is recorded that a quantity of the Loaned Securities may be required to be delivered by the Lender to the Borrower under the terms of the Equity Option Transaction. For this purpose the Lender agrees that the Borrower may allocate such amount of the Loaned Securities as may be required to the settlement of the obligations of the Lender under the Equity Option Transaction to the Borrower. The terms of this Securities Loan Transaction shall be adjusted accordingly.
8. Notwithstanding the retention of all Income in respect of the Loaned Securities by the Borrower, the Lender acknowledges and agrees that the Lender has been compensated for any distributions which the Lender would have been entitled to receive during the period of this transaction by virtue of the fact that the Borrower has adjusted the terms of the Equity Option Transaction accordingly to take into account the benefit received by the Borrower in terms of hereof.
9. The parties agree and acknowledge that the Borrower shall return the Loaned Securities to the Lender's Pledge Account within 12 months, and shall be entitled to borrow Securities as contemplated in the Pledge Agreement, in accordance with clause 5 above. The Borrower shall provide the Lender with written notification in respect of each return and Loan. Each such Loan shall be subject to the terms and conditions of this Securities Lending Confirmation, *mutatis mutandis*.
10. Kindly confirm that this Securities Loan Confirmation correctly reflects the terms of the transaction by signing it in the space provided below. Please notify us of any error within 24 hours of receipt hereof, failing which this Securities Loan Confirmation will be deemed to be correct.

**Annexure A to Annexure 2**

Equity Structured Product: SPIB14  
ISIN Code: ZAE000244760  
Number of Equity Structured Products: 17,939  
Minimum Subscription Amount: 1  
Specified Amount: 1  
Listing Date: 16 May 2017

**Holder Underlying Securities per Specified Amount of Equity Structured Products:**

Exchange Traded Fund	JSE Security Code	Quantity of Securities
db x-trackers MSCI USA Index ETF	DBXUS	608

Provided that in the event of Distribution *in specie*, or an Extraordinary Event resulting in additional Units or any other securities accruing to the Holders of a Unit on the relevant Distribution Payment Date or the effective date of such Extraordinary Event, the Holder Underlying Securities shall be automatically be deemed to be adjusted to include such additional Units or other securities.

**Schedule of Securities No: SPIB14  
to Deed of Pledge, Pledge No: PLG000251**

Equity Structured Product: SPIB14  
 ISIN Code: ZAE000244760  
 Number of Equity Structured Products: 17,939  
 Minimum Subscription Amount: 1  
 Specified Amount: 1  
 Listing Date: 16 May 2017

Holder Underlying Securities per Specified Amount of Equity Structured Products:

Exchange Traded Fund	JSE Security Code	Quantity of Securities
db x-trackers MSCI USA Index ETF	DBXUS	608

Provided that in the event of Distribution *in specie*, or an Extraordinary Event resulting in additional Units or any other securities accruing to the Holders of a Unit on the relevant Distribution Payment Date or the effective date of such Extraordinary Event, the Holder Underlying Securities shall be automatically be deemed to be adjusted to include such additional Units or other securities.

All right, title and interest in and to all of the Holder Underlying Securities held in account 1792332 in the name of The Equity Structured Product Trust Acc SPIB14 for purposes of the Transaction Documents held at Investec Securities (Pty) Limited (Registration No. 1972/008905/07).

For **Investec Bank Limited**

For **The Trustee acting for an on behalf of the Equity Structured Product Trust**

By \_\_\_\_\_  
 Name  
 Authorised Signatory

By \_\_\_\_\_  
 Date

By \_\_\_\_\_  
 Name

For

By \_\_\_\_\_  
 Date

Authorised Signatory

Date \_\_\_\_\_