

Investec Bank Limited

Incorporated in the Republic of South Africa, Registration Number 1969/004763/06 ("the Issuer")

Global Certificate

Senior Unsecured Notes – Due 12 March 2015

The Notes represented by this Global Certificate have not been, and will not be registered under the United States Securities Act of 1933, as amended. The Notes may not be offered, sold or delivered within the United States or to United States persons except in accordance with Regulation S of the Securities Act of 1933, as amended.

The Notes shall bear interest from 12 March 2010 at an interest rate of 3month Jibar plus 2.00% and interest shall be payable on 12 March, 12 June, 12 September and 12 December of each year. The first Interest Payment Date shall be 12 June 2010.

The Maturity Date is 12 March 2015.

This Certify that :-
Name

Central Depository Nominees (Proprietary) Limited

Registration Number 1990/006665/07

Is the registered holder of

524

Notes of ZAR1,000,000 each, issued in accordance with and subject to the Terms and Conditions incorporated herein by reference and as found in the Programme Memorandum dated 12 February 2003 signed on behalf of the Issuer, and the Applicable Pricing Supplement attached hereto. A copy of the Programme Memorandum may be obtained from the Issuer at its registered offices. Words and expressions defined in the Programme Memorandum and/or the Applicable Pricing Supplement shall bear the same meaning when used herein.

The Notes are issued in accordance with the provisions of the Banks Act, 1990. The Notes will be transferred only in accordance with the Terms and Conditions, the rules and procedures of Strate Limited and the Bond Market of the Johannesburg Stock Exchange.

Registered Address

C/o Investec Financial Products
3rd Floor
100 Grayston Drive
Sandown
Sandton 2196

Postal Address

C/o Investec Financial Products
P.O. Box 785700
Sandton 2146

Certificate Number

1

Date of allotment

12 March 2010

ISIN Number

ZAG 000076019

Instrument Issue Code

IBL13

This debt instrument is not issued in respect of share capital as defined in Section 70 of the Banks Act, 1990.

Postal Address

1st Floor, 9 Fricker Road, Illovo Boulevard, Illovo, 2196
South Africa

Signed on behalf of Investec Bank Limited
at Sandton on the 12 March 2010

authorised signatory

ABotwe

authorised signatory

 Investec

APPLICABLE PRICING SUPPLEMENT

Investec Bank Limited

(Incorporated with limited liability under Registration Number 1969/004763/06 in South Africa)

Issue of ZAR524 000 000 Senior Unsecured Notes

Under the BESA stock code IBL13

Under its ZAR10,000,000,000 Domestic Medium Term Note Programme

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (“**Terms and Conditions**”) set forth in the Programme Memorandum dated **12 February 2003** (the “**Programme Memorandum**”). This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. 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.

DESCRIPTION OF THE NOTES

1.	Issuer	Investec Bank Limited
2.	Senior Notes or Subordinated Notes	Senior Unsecured
3.	Tranche Number	1
	Series Number	1
4.	Aggregate Principal Amount of Tranche	ZAR524 000 000
5.	Interest/Payment Basis	Floating Rate
6.	Form of Notes	Registered Notes
7.	Automatic/ Conversion from one Interest Basis to another	N/A
8.	Issue Date	12 March 2010
9.	Business Centre	Johannesburg
10.	Additional Business Centre	N/A
11.	Principal Amount per Note	ZAR1,000,000
12.	Specified Denomination	ZAR1,000,000
13.	Issue Price	100%
14.	Interest Commencement Date	12 March 2010

15.	Maturity Date	12 March 2015
16.	Specified Currency	ZAR
17.	Applicable Business Day Convention	Following Business Day
18.	Calculation Agent	Issuer
19.	Paying Agent	Issuer
20.	Specified office of the Paying Agent	100 Grayston Drive, Sandown, Sandton
21.	Transfer Agent	Issuer
22.	Final Redemption Amount	100% of Principal Amount

PARTLY PAID NOTES

23.	Amount of each payment comprising the Issue Price	N/A
24.	Date upon which each payment is to be made by Noteholder	N/A
25.	Consequences (if any) of failure to make any such payment by Noteholder	N/A
26.	Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments	N/A

INSTALMENT NOTES

27.	Instalment Dates	N/A
28.	Instalment Amounts (expressed as a percentage of the aggregate Principal Amount of the Notes)	N/A

FIXED RATE NOTES

29.	(a) Interest Rate(s)	N/A
	(b) Interest Payment Date(s)	N/A
	(c) Initial Broken Amount	N/A
	(d) Final Broken Amount	N/A
	(e) Any other terms relating to the particular method of calculating interest	N/A

4A AB

FLOATING RATE NOTES

- | | | |
|---------|---|---|
| 30. (a) | Interest Payment Date(s) | 12 June, 12 September, 12 December and 12 March, the first Interest Payment Date being on 12 June 2010. |
| (b) | Interest Period(s) | from and including the applicable Interest Payment Date and ending on but excluding the following Interest Payment Date, the first Interest Period commencing on the Interest Commencement Date and ending on the day before the next Interest Payment Date |
| (c) | Definitions of Business Day (if different from that set out in Condition 1) | N/A |
| (d) | Interest Rate(s) | 3 month ZAR-JIBAR-SAFEX. (It is recorded, for the avoidance of doubt, that the Interest Rate in respect of the first Interest Payment was set on 9 March at 7.1450%). |
| (e) | Minimum Interest Rate | N/A |
| (f) | Maximum Interest Rate | N/A |
| (g) | Other terms relating to the method of calculating interest (e.g., Day Count Fraction, rounding up provision, if different from Condition 8.2) | Day Count Fraction is Actual/365 |
| 31. | Manner in which the Interest Rate is to be determined | Screen Rate Determination |
| 32. | Margin | 2% (two percent) (200. bps) to be added to the Reference Rate |
| 33. | If ISDA Determination | |
| (a) | Floating Rate | N/A |
| (b) | Floating Rate Option | N/A |
| (b) | Designated Maturity | N/A |
| (c) | Reset Date(s) | N/A |
| 34. | If Screen 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 three months |

4A KB

- | | | |
|-----|---|--|
| (b) | Interest Determination Date(s) | 12 March, 12 June, 12 September and 12 December of each year |
| (c) | Relevant Screen Page and Reference Code | Reuters page SAFEX MNY MKT code OSFXMM or any successor page |
35. If Interest Rate to be calculated otherwise than by reference to 33 or 34 above, insert basis for determining Interest Rate/Margin/Fall back provisions N/A
36. Calculation Agent (if not the Issuer) N/A

MIXED RATE NOTES

37. Period(s) during which the interest rate for the Mixed Rate Notes will be (as applicable) that for:
- | | | |
|-----|---------------------|-----|
| (a) | Fixed Rate Notes | N/A |
| (b) | Floating Rate Notes | N/A |
| (c) | Indexed Notes | N/A |
| (d) | Other Notes | N/A |

The interest rate and other pertinent details are set out under the headings relating to the applicable forms of Notes

ZERO COUPON NOTES

38. (a) Implied Yield N/A
- (b) Reference Price N/A
- (c) Any other formula or basis for determining amount(s) payable N/A

INDEXED NOTES

39. (a) Type of Indexed Notes N/A
- (b) Index/Formula by reference to which Interest Rate/Interest Amount (delete as applicable) is to be determined N/A
- (c) Manner in which the Interest Rate/Interest Amount (delete as applicable) is to be determined N/A
- (d) Interest Period(s) N/A
- (e) Interest Payment Date(s) N/A
- (f) Calculation Agent (if not the Issuer) N/A
- (g) Provisions where calculation by reference to Index and/or Formula is impossible or N/A

4A AR

impracticable

EXCHANGEABLE NOTES

40.	Mandatory Exchange applicable?	N/A
41.	Noteholders' Exchange Right applicable?	N/A
42.	Exchange Securities	N/A
43.	Manner of determining Exchange Price	N/A
44.	Exchange Period	N/A
45.	Other	N/A

OTHER NOTES

46.	If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes or Indexed Notes, or if the Notes are a combination of any of the foregoing, set out the relevant description and any additional Terms and Conditions relating to such Notes	N/A
-----	---	-----

PROVISIONS REGARDING REDEMPTION/ MATURITY

47.	Prior consent of Registrar of Banks required for any redemption prior to the Maturity Date	No
48.	Issuer's Optional Redemption: if yes:	No
	(a) Optional Redemption Date(s)	N/A
	(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)	N/A
	(c) Minimum Period of Notice (if different to Condition 11.3)	N/A
	(d) If redeemable in part:	
	Minimum Redemption Amount(s)	N/A
	Higher Redemption Amount(s)	N/A
	(e) Other terms applicable on Redemption	N/A

40

AB

49. Redemption at the option of the Noteholders: No
if yes:
- (a) Optional Redemption Date(s) N/A
 - (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s) N/A
 - (c) Minimum period of notice (if different to Condition 11.4) N/A
 - (d) If redeemable in part:
 - Minimum Redemption Amount(s) N/A
 - Higher Redemption Amount(s) N/A
 - (e) Other terms applicable on Redemption N/A
 - (f) Attach *pro forma* put notice(s)
50. Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default (if required): If no insert: Yes
- (a) amount payable; or N/A
 - (b) method of calculation of amount payable. N/A

GENERAL

51. Qualification of Notes as Secondary Capital under the Banks Act, 1990 No
52. Qualification of Notes as Tertiary Capital under the Banks Act, 1990 No
53. Condition 6.4 to apply (deferral of interest and principal payments)? No
54. Additional selling restrictions N/A
55. (a) International Securities Numbering (ISIN) ZAG000076019
(b) Stock Code IBL13
56. Financial Exchange The Bond Market of the Johannesburg Stock Exchange
57. If syndicated, names of managers N/A
58. Receipts attached? If yes, number of Receipts attached No
N/A
59. Coupons attached? If yes, number of Coupons attached No
N/A

AA

AB

- | | | |
|-----|---|---|
| 60. | Talons attached? If yes, number of Talons attached | No
N/A |
| 61. | Credit Rating assigned to Notes as at Issue Date (if any) | N/A |
| 62. | Stripping of Receipts and/or Coupons prohibited as provided in Condition 16.4? | N/A |
| 63. | Governing law (if the laws of South Africa are N/A) | N/A |
| 64. | Other Banking Jurisdiction | N/A |
| 65. | Surrendering of Notes | N/A |
| 66. | Last Day to Register | <p>(1) 1 June, 1 September, 1 December and 1 March, which shall mean that the Register will be closed from 2 March, 2 June, 2 September and 2 December to the next applicable Interest Payment Day;</p> <p>(2) should an early redemption occur in terms of Conditions 11.2 or 14, then 11 days prior to the actual redemption date, which means that the Register shall be closed on the date that is 10 days prior to the actual redemption date.</p> |
| 67. | Other Provisions: For purposes of the IBL13 the following clause shall be added as an additional Event of Default for purposes of Condition 14.1: | |

Cross Default of the Issuer

- (i) any Financial Indebtedness of the Issuer is not paid when due or within any originally applicable grace period;
- (ii) any such Financial Indebtedness becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at the option of the Issuer or (provided that no event of default, howsoever described, has occurred) any person entitled to such Financial

4A AS

Indebtedness; or

- (iii) the Issuer fails to pay when due any amount payable by it under any guarantee of any Financial Indebtedness;

provided that the amount of Financial Indebtedness referred to in sub paragraph (i) and/or sub paragraph (ii) above and/or the amount payable under any guarantee referred to in subparagraph (iii) above individually or in the aggregate exceeds 2.5% of the Issuer's Consolidated Tangible Net Worth (or its equivalent in any other currency or currencies).

For purposes of the above clause the following definitions will apply:

- (a) **"Financial Indebtedness"** means any indebtedness of any person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:
 - (i) amounts raised by acceptance under any acceptance credit facility;
 - (ii) amounts raised under any note purchase facility;
 - (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
 - (iv) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 90 days; and
 - (v) amounts raised under any

4A AB

other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing.

(b) **“Capital Stock”** means any shares, interests, right to purchase, warrants, options, participations or other equivalent of or interests (however designated) in equity of the Issuer, including any Preferred Stock, but excluding any debt securities convertible to such equity;

(c) **“Consolidated Tangible Net Worth”** means the amount (including any share premium) for the time being paid up or credited as paid up on the issued Capital Stock of the Issuer:

plus the amount standing to the credit, or, as the case may be, minus the amount standing to the debit of the capital and revenue reserves of the Issuer and its subsidiaries but excluding any amounts attributable to goodwill and other intangible assets; and

plus any amount standing to the credit, or, as the case may be, minus any amount standing to the debit of the consolidated profit and loss account of the Issuer and its subsidiaries excluding the effect of any write-off or amortisation in relation to intangible assets or goodwill on the consolidated profit and loss account,

and in each case as shown in, or otherwise calculated by reference to the latest Statutory Consolidated Accounts;

(d) **“Preferred Stock”** means Capital Stock of any class or classes (however designated)

HA AB


which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary liquidation or dissolution of the Issuer, over shares of Capital Stock of any other class of the Issuer; and

- (e) **“Statutory Consolidated Accounts”** means the annual audited consolidated accounts published by the Issuer from time to time and prepared in accordance with International Financial Reporting Standards.

Application is hereby made to list this issue of Notes pursuant to the approval of the ZAR10,000,000,000 Domestic Medium Term Note Programme of Investec Bank Limited as from 12 March 2010.

INVESTEC BANK LIMITED

Issuer

By: 
duly authorised

By: 
duly authorised