

## 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, Sandown, Sandton, 2196, South Africa
8. Calculation Agent	The Issuer

9. Calculation Agent City Johannesburg The Issuer 10 Transfer Agent Financial Products, 3rd Floor, 100 Grayston Drive, 11 Specified Office of Transfer Agent Sandown, Sandton, 2196, South Africa The Standard Bank of South Africa Limited 12 Settlement Agent 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 IVC229 (a) Series Number (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 N/A Interest/ Payment Basis to another 22 Issue Date 3 October 2022 23 Business Days None Specified. Determined in accordance with the definition of "Business Days" in Condition 1.1 (General definitions) of the Terms and Conditions. N/A 24 Additional Business Centre 25 Principal Amount ZAR1,000,000 per Note on Issue Date

ZAR1,000,000 per Note

100% per Note

The outstanding Principal Amount per Note

26 Specified Denomination

27 Calculation Amount

28 Issue Price

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

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

N/A

Currency Rate: None Specified. As in accordance with Condition 1.1 (General definitions) of the

Terms and Conditions

39 Default Rate For purpose of Condition 2.3 (Deferred Payment

Notes) of the Terms and Conditions: N/A

For purpose of Condition 6.8 (*Accrual of Interest*) 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

FIXED RATE NOTES N/A

FLOATING RATE NOTES Applicable

42 Payment of Interest Amount

Interest Rate(s) Screen Rate Determination plus Margin (a) (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 Determination Means 15 January, 15 April, 15 July and 15 October Rate in each year or, if such day is not a Business Day, the Date(s) 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 Specified Period N/A (e) (f) Any other terms relating to the None particular method of calculating interest Definition of Business Day (if N/A (g) different from that set out in Condition 1.1 (General definitions)) (h) Minimum Interest Rate N/A (i) Maximum Interest Rate N/A **Day Count Fraction** Actual/365 (j) (k) Other terms relating to the method N/A of calculating interest (e.g.: day

count fraction, rounding up

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 SAFEY 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

ZERO COUPON NOTES

N/A

PARTLY PAID NOTES

N/A

INSTALMENT NOTES

N/A

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

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/investorrelations as of the Issue Date the aforementioned information can be obtained from 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 Principal Amount per Note

Amount:

(k) All Guarantees: Applicable

- (1) Reference Price: 100%
- (m) Credit Events: Bankruptcy

Failure to Pay

Grace Period Extension: Applicable

Grace Period: 3 (three) Business Days

Payment Requirement: None Specified. Determined in accordance with the definition of "Payment Requirement" in Condition 1.2 (Credit-linked definitions) of the Terms and Conditions.

**Obligation Acceleration** 

Repudiation/Moratorium

Restructuring

- Modified Restructuring Maturity Limitation and Conditionally Transferrable Obligation: Applicable
- Restructuring Maturity Limitation and Fully Transferrable Obligation:

Not Applicable

Multiple Holder Obligation:

Applicable

Governmental Intervention

(n) Default Requirement: ZAR10,000,000

(o) Notice Delivery Period: None Specified. Determined in accordance with the

definition of "Default Requirement" in Condition 1.2 (Credit-linked definitions) of the Terms and

Conditions.

(p) Conditions to Settlement: Credit Event Notice

Alternative time for delivery of a Credit Event

Notice: N/A

Notifying Party: Issuer

Notice of Publicly Available Information:

Applicable

If Applicable:

Public Source(s): Standard South African

**Public Sources** 

Specified Number: 2

(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 "Cash Settlement Amount" in Condition 1.2 (Credit-linked definitions) 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 "Market Value" in Condition 1.2 (Credit-linked definitions) of the Terms and

Conditions.

(j) Valuation Method: Highest

(k) Other terms or special conditions

relating to Cash Settlement:

N/A

57 Physical Settlement Provisions: N/A

58 Auction Settlement Provisions: N/A

GENERAL

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	See Annexe "A" (Applicable Credit Ratings).		
Issue Date (if any)	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

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, in which event the consequences of the occurrence of an Event Determination Date will apply as provided in Condition 7.2 (Redemption upon the occurrence of a Credit Event).

For purposes of this 69 "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**

Kinning.

Name: Kavisha Pillay

Capacity: Authorised Signatory

Who warrants his/her authority hereto

Name: Igna Ferreira

Capacity: Authorised Signatory

Who warrants his/her authority hereto

## Annexure A

INTSJ Float 07/14/24	Company Tree Ratings • A	lert			Page 1/3	Credit Profile
	Investec Bank Ltd					
	1) Bloomberg Default Risk   DI	RSK »	Moody's (Continued)			
	2) Issuer Default Risk	IG5	17) ST Counterparty Risk Ratin			
			18) ST Counterparty Risk Ratin	NP		
	Moody's					
	3) Outlook	STABLE	Moody's National			
	4) Foreign LT Bank Deposits	Ba2	19) NSR LT Bank Deposit	Aa1.za		
	5) Local LT Bank Deposits	Ba2	20) NSR Short Term	P-1.za		
	<ol><li>Senior Unsecured Debt</li></ol>	Ba2		_		
	7) Subordinated Debt	(P)Ba2	21) Standard & Poor's	!		
	8) Bank Financial Strength	WR	22) Outlook	POS		
	9) LT Counterparty Risk Assess	Ba1(cr)	23) LT Foreign Issuer Credit	BB-		
	10) ST Counterparty Risk Assess	NP(cr)	24) LT Local Issuer Credit	BB-		
	11) ST Bank Deposits (Foreign)	NP	25) ST Foreign Issuer Credit	В		
	12) ST Bank Deposits (Domestic	) NP	26) ST Local Issuer Credit	В		
	13) Baseline Credit Assessment	ba2				
	14) Adj Baseline Credit Assessm	ba2	S&P National			
	15) LT Counterparty Risk Rating	Ba1	27) Natl LT Issuer Credit	zaAA		
	16) LT Counterparty Risk Rating	Ba1	28) Natl ST Issuer Credit	zaA-1+		
Australia 61 2 977	77 8600 Brazil 5511 2395 90	00 Europe 44 20	7330 7500 Germany 49 69	9204 1210 Hon	g Kong 852	2977 6000
Japan 81 3 4565 89	77 8600 Brazil 5511 2395 90 900 Singapore 65 6212	1000 0.s.	7330 7500 Germany 49 69 1 212 318 2000 SN 243810 G573-3304-173	right 2022 Bi	oomberg Fi	nance L.P.
			DI 210010 03/3 3304 1/3		TITO DAL	0111.2.00

INTSJ Float 07/14/24	Company Tree Ratings •	Alert		Page 2/	3 🖸	Credit Profile
	Investec Bank Ltd					
	Fitch		13) Credit Benchmark Composite	es   CRDT »		
	1) Outlook	STAB	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	В	18) Level of Agreement	High		
	6) ST Issuer Default Rating	В	19) Search Coverage Universe	CRSR »		
	7) Individual Rating	WD	-Premium Field			
	8) Support Rating	WD				
	9) Viability	bb-	GCR			
			20) LT Local Crncy Outlook	STABLE		
	Fitch National		20 ST Local Crncy Outlook	STABLE		
	10) Natl Long Term	AA+(	22) LC Curr Issuer Rating	AA-		
	11) Natl Subordinated	AA-(	23) ST Local Issuer Rating	A1+		
	12) Natl Short Term	F1+(:				
Australia 61 2 97	77 8600 Brazil 5511 2395	good Eu	44 20 7330 7500 Germany 49 69 U.S. 1 212 318 2000 73-3304-173	9204 1210 Hong Kong	a Fir	2977 6000