

AMENDED AND RESTATED PRICING SUPPLEMENT

to the

Warrant and Note Programme Memorandum

dated

20 December 2009

Updated on 30 August 2011

Updated on 30 September 2012

Updated on 21 August 2013

Updated on 8 April 2024

Investec Bank Limited

100 Grayston Drive, Sandown, Sandton, 2196. P O Box 785700, Sandton, 2146, South Africa.

Telephone: (2711) 286-7000

Facsimile: (2711) 286-7777

Registration Number 1969/004763/06

**SUPPLEMENT IN RESPECT OF THE LISTING OF FLEXIBLE INVESTMENT (SERIES 1 DIGITAL PLUS) NOTES
FNIB02 Series 1 Euro Stoxx 50 Index**

This amended and restated Pricing Supplement amends the Pricing Supplement dated 24 June 2024 (the "Original Pricing Supplement") with effect from 27 June 2024 being the original issue date of the Original Pricing Supplement

Section 1 - General

This Amended and Restated Pricing Supplement relating to each issue of Flexible Investment Notes Series 1 Digital Plus Notes (the "Notes/FINs") will contain (without limitation) the following information as applicable in respect of such Notes. All references to numbered conditions are to the Terms and Conditions of the Notes as specified in the Amended Note and Warrant Programme dated 8 April 2024 and approved by the JSE (the "Programme Memorandum") and words and expressions defined therein shall bear a corresponding meaning in this Amended and Restated Pricing Supplement. In the event of any inconsistency between the terms of this Amended and Restated Pricing Supplement and the Programme relating to the issue of the Notes, this Amended and Restated Pricing Supplement shall prevail. This Amended and Restated Pricing Supplement deals only with the specific type of Notes described herein.

The Amended and Restated Pricing Supplement and Programme Memorandum are both 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 as follows: The Pricing Supplement is available at https://www.investec.com/en_za/investec-for-corporates/invest/structured-products/jse-listed-pricing-supplements.html and the Programme Memorandum is available at https://www.investec.com/en_za/intermediary-investing/structured-products/warrants-and-notes.html. The Issuer further confirms that any conditions or restrictions imposed by the South African Reserve Bank in respect of the listing of the Notes 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 Amended and Restated Pricing Supplement in conjunction with the Programme Memorandum; and**
- (b) Potential investors of any Notes should ensure that they understand fully the nature of the Notes and the extent of their exposure to risks, and that they consider the suitability of the Notes 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 Notes 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 Notes. The obligations of the Issuer pursuant to the Terms and Conditions in relation to the Notes represent general, unsecured, unsubordinated, contractual obligations of the Issuer and rank pari passu in all respects with each other. Investors are reminded that the Notes 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 66.67 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 Note held by such Holder. Holders who have delivered an Exercise Notice shall, as regards the Notes 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 Notes, 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 Notes in respect of which an Exercise Notice has been delivered.

Taxation

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

Purchasers of Notes (including those purchasing after their issue and those holding Notes 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 Note.

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

Other

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

In this Amended and Restated Pricing Supplement Investec Bank Limited (the "Issuer") sets out the salient terms in respect of the listing of the Notes in respect of the following:

Flexible Investment series 1 Digital Plus Note

FNIB02 -Series 1 Euro Stoxx 50 Index

Section 2 - Summary of Offering

Issuer:	Investec Bank Limited
Issuers Credit Rating:	"Aa1" for Long Term National Scale Rating by Moody's, "AA+" for Domestic Long Term by Fitch
Sponsor:	Investec Bank Limited
Issue Description:	One series of Flexible Investment Notes (FINs), comprising inward listed securities classified as foreign for purposes of the South African Reserve Bank Exchange Control Regulations
FINs:	Confer on the Holder the right, to delivery of the Cash Settlement Amount equal to Investment Return Amount on the Exercise Date less any specified costs and does not confer any right to delivery of the Reference Asset
Dividends/Distributions:	No dividends or distributions are payable in respect of the FINs
FIN Price:	The purchase price payable by an investor in respect of each tranche of the FIN issued after the Issue Date of the first tranche of that FIN which will be determined by reference to the Investment Return Amount of the FIN on the applicable Reset Date
Issue Price:	The Issue Price of the first tranche of the FIN as specified in the Flexible Investment Notes Schedule
Calculation Amount:	the Issue Price for the first tranche of the FIN and thereafter the FIN Price for subsequent tranches
Calculation Period:	Means each of the periods described in Condition 3.5(d) of the Programme Memorandum ending on a Reset Date with the initial Calculation Period being the period set out in Schedule A to Section 2
Automatic Exercise:	Applicable The FINs are automatically exercised on the Exercise Date
Exercise Procedure:	The FINs are subject to Automatic exercise and subject to Cash Settlement provided that in relation to the Exercise Date falling on a Reset Date, the provisions of the Structured Investment Profile Substitutions and Redemption in Condition 3.5(e) of the Programme

Memorandum shall apply. The Holders are therefore not required to deliver an Exercise Notice. The Holder is only entitled to delivery of the Cash Settlement Amount in accordance with the terms of this Summary of Offering.

The Calculation Agent shall give notice as soon as practicable after the Exercise Date to the Holders setting out the Cash Settlement Amount due to the Holders

Exercise Date(s):	The Scheduled Redemption Date and any Reset Date in respect of the FINs of Holders who have not elected to substitute the Structured Investment Profile on a Reset Date
Cash Settlement Amount:	If no Credit Event has occurred, the Cash Settlement Amount shall be determined as the amount calculated according to the formulas detailed in Schedule A of Section 2 below
Cash Settlement Date:	Means the Business Day on which the Cash Settlement Amount will be paid following an Exercise Date which date will be in accordance with the JSE Corporate Action Timetable.
Cover Ratio:	The ratio which determines the number of Notes required for delivery of the Cash Settlement Amount
Reference Currency:	Rand
Reset Dates:	The Dates specified in the Schedule A to Section 2
Equities:	Means the relevant Securities (if applicable) over which the FIN's are offered as will be specified in Schedule A to Section 2
Index:	Means the relevant indices over which the FIN's are offered as specified in the Schedule A to Section 2
Index Level:	The closing level of the Index on a Valuation Date
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

Related Exchange:	means the exchange or principal trading market specified in Schedule A to Section 2 below.
Valuation Date:	Means each of the valuation dates for the Structured Investment Profile as set out in Schedule A to Section 2
Initial Index Level:	The Initial Index Level of the Index as specified in the Schedule A to Section 2
Reference Asset:	Means the reference asset as specified in the Structured Investment Profile, which could comprise an Index or Equity
Calculation Amount:	Means the Issue Price in respect of the initial Calculation Period or the applicable FIN Price for subsequent Calculation Periods as applicable
Initial Calculation Amount:	The Issue Price
Initial Structured Investment Profile:	Means the Structured Investment Profile specified in Schedule A to Section 2
Substitution Notice Period:	The notice period prior to an Exercise Date which is in accordance with the JSE Corporate Action Timetable and which will be announced by SENS.
Acceptance Period:	The period which is in accordance with the Corporate Action Timetable following publication of the Substitution Notice
Index Sponsor:	Means the applicable Index Sponsor as Specified in the Flexible Investment Notes Schedule A to Section 2
Reference Asset Level:	In respect of Equities, the price of the Equities, as quoted on the Exchange, as at the close of the preceding Business Day and in respect of Indices, the closing level of the Index as at the close of the preceding Business Day.
Business Day:	Means any day on which the Exchange is open for trading, during its regular trading session, subject to the Market Adjustment Events provisions set out in this Amended and Restated Pricing Supplement .
Scheduled Redemption Date:	17 June 2044

Market Adjustment Events:

1. Calculation by Successor:

If during any Calculation Period the Index ceases to be published by the Exchange (or any successor thereto); but is published by any successor to such person the index so calculated shall become the Index for the Calculation Period.

2. Substitute Index:

If during any Calculation Period:

- (a) the applicable Index for that Calculation Period ceases to be published by the Exchange (or any successor); or
- (b) the Exchange (or any successor) makes any material change to the formula for or the method of calculating the Index in a way that materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes to the constituent Securities and capitalisation or other routine event),

then, subject to JSE approval,

- (a) where another index is or commences to be published which in the opinion of the Calculation Agent is substantially equivalent to the original Index, the Issuer may substitute that other index for the Index for that Calculation Period; or
- (b) where the Issuer does not make the substitution referred to in paragraph a above the Calculation Agent Determination shall apply for that Calculation Period.

Calculation Agent Determination:

means that the Calculation Agent will determine the Index Level (or a method for determining an Index Level), taking into consideration the latest available quotation for the Index and any other information in good faith it deems relevant, subject to the approval of the JSE.

Effect of Market Adjustment Events:

If, in the opinion of the Calculation Agent, a Market Adjustment Event (as defined above) has occurred and is continuing on any Business Day, the Index Level for that Business Day will be determined by the Calculation Agent in accordance with the provision set out above. For the avoidance of doubt, the provisions of Condition 3.2(n) of the Terms and Conditions shall not apply to this Amended and Restated Pricing Supplement.

Following the declaration of the terms of any Market Adjustment Event, the Calculation Agent will determine whether such Market Adjustment Event has an effect on the theoretical value of the FIN for the relevant Calculation Period, and, if so, will, subject to approval of the JSE:

- (a) make the corresponding adjustment, if any, to the relevant Structured Investment Profile, the FIN Price or Investment Return Amount in relation to that Calculation Period, or any of the terms of these Conditions as the Calculation Agent determines appropriate; and
- (b) determine the effective date of that adjustment; or
- (c) cancel the FIN by giving notice to Holders. If the FINs are cancelled, the Calculation Agent shall pay an amount to each Holder in respect of each FIN held by him which amount shall be the fair market value of an FIN taking into account the Market Adjustment Event, less the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its opinion. Payments will be made in such manner as shall be notified to the Holders.

Effect of Market Adjustment Events on the Rights of the Holders:

Save to the extent that the Calculation Agent has adjusted the Structured Investment Profile, FIN Price, Investment Return Amount for any Calculation Period or the Conditions in accordance with the provisions of this Amended and Restated Pricing Supplement, the rights as conferred upon the Holders in terms of any specific FIN 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 Amended and Restated Pricing Supplement shall be the cancellation of the FIN, such FIN shall automatically lapse and cease to confer any rights on the Holder as at the time the Issuer notifies the Holders of such cancellation.

Notice of Adjustment:

Upon the occurrence of any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Holders setting out brief details of the Market Adjustment Event and associated adjustments.

Exchange:

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 Financial Markets Act, 2012.

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 the FINs 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 FINs.

Holder Verification:

The Holder hereby authorises the Issuer’s CSDP and/or Sponsor to do all things necessary in order to facilitate verification of the identity of the Holder of a Note including, but not limited to, supplying the Holder’s Identification Number

Certificates:

As the FINs have been dematerialised, settlement will be effected electronically through the Strate system of the JSE and accordingly, certificates evidencing the FIN 's will not be issued to Holders.

Regulations:	The trading and settlement of the issue will be subject to the JSE, Strate and South African Reserve Bank regulations.
Calculation Agent:	Investec Bank Limited.
Issue Date:	27 June 2024
Termination of Listing:	Close of business on the Scheduled Redemption Date.
Governing Law:	South Africa.
I.S.I.N:	ZAE000336707
ALPHA CODE	FNIB02
Name of appointed CSDP:	FNB Custody Services, a division of FirstRand Bank Limited
Scrip account Number:	ZA0000057403
Bank BIC Code:	FIRNZAJJ896
Bank CSD Account Number:	20005070

Responsibility:

The Issuer certifies that to the best of their knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made as well as that this Amended and Restated Pricing Supplement contains all information required by law and the Requirements. The Issuer shall accept full responsibility for the accuracy of the information contained in this Pricing Supplement, except as otherwise stated therein.

ADDITIONAL INFORMATION

In terms of Section 19.10 of the Requirements, the Issuer confirms that:

- (a) it is incorporated under the laws of South Africa and is a member of the Banking Association of South Africa and is regulated under the Banks Act, 1990 as amended from time to time;
- (b) it has members of staff who have been responsible for the listing and trading of Notes under the Programme Memorandum in South Africa;
- (c) its capital and reserves as at 30 September 2023 amounted to ZAR45,159,000,000 As at the date of this Applicable Pricing Supplement, the Issuer has net tangible assets of at least ZAR2 billion located in South Africa; and

(d) throughout the duration of the issue it will inform the JSE if the level of the Issuer's net tangible assets falls below ZAR2 billion.

SIGNED at Sandton on this 2nd day of October
2024

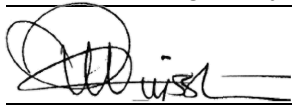
For: **INVESTEC BANK LIMITED**

Susan Neilan

Signature: _____
who warrants that he / she is duly authorised thereto

Name: Susan Neilan

Capacity: Authorised Signatory

Signature:  _____
who warrants that he / she is duly authorised thereto

Name: Delmari van Huyssteen

Capacity: Authorised signatory

**SCHEDULE A TO SECTION 2
FLEXIBLE INVESTMENT NOTE (SERIES 1 DIGITAL PLUS) NOTES
FNIB02 Series 1 Euro Stoxx 50 Index**

Long Name	IB FLEXINVESTNOTE 17JUN44
Short Name	IB FIN02
Alpha	FNIB02
Style	Other (OT)
Instrument Type	IX
Class of Note	IND
Cover Ratio	1:1
Issue Size	600,000
Issue Price (cents)	100,000
Initial Structured Investment Profile which applies for the first Calculation Period period from the Issue Date to 07 February 2028	Investec Rand Euro Stoxx 50 Digital Plus 20 June 2024
Reset Date for the Initial Calculation Period	The last day of the Initial Calculation Period being 07 February 2028 or any earlier date on which the Initial Calculation Period expires
Initial Calculation Period	Means the period from and including the Issue Date to and including the Valuation Date on 07 February 2028, unless the FIN is redeemed or substituted earlier in accordance with Condition 3.5(e) of the Programme Memorandum (<i>Structured Investment Profile substitutions and Redemption</i>) as a result of the Index Level of the Initial Structured Investment Profile being greater than or equal to the Initial Index Level on any of the Valuation Dates prior to 07 February 2028 set out below
Cash Settlement Amount	<p>On 07 February 2028, the FIN shall, subject to the provisions of Condition 3.5(e) of the Programme Memorandum (<i>Structured Investment Profile Substitutions and Redemption</i>) Automatically Exercise on that Valuation Date and such Valuation Date will be the applicable Exercise Date. The Holder shall be entitled to the Cash Settlement Amount determined as the amount calculated according to the following formulas detailed below.</p> <p>If the Final Index Level is greater than or equal to the Initial Index Level, then: Cash Settlement Amount per Note = Notional * $\{1 + \text{Max} (56.75\%, \frac{FIL - IIL}{IIL})\}$</p> <p>Or</p> <p>If the Final Index Level is less than the Initial Index Level and greater than or equal to 70% of the Initial Index Level, then:</p>

	<p>Cash Settlement Amount per Note = Notional Or</p> <p>If the Final Index Level is less than 70% of the Initial Index Level: Cash Settlement Amount per note = Notional * $\left(\frac{FIL}{IIL}\right)$</p>
Initial Index Level	Tonight's close 20 June
Index:	Euro Stoxx 50 Index (Bloomberg: SX5E Index)
Related Exchange:	Stoxx
Index Sponsor:	Stoxx
Index Calculator	Stoxx
Expiry Date	17 June 2044
Listing Date	27 June 2024
Credit Linked Terms:	Applicable
Reference Entity	Lloyds Banking Group PLC
Reference Obligation	Any senior obligation issued by the Reference Entity
Credit Events	Bankruptcy, Non-Payment, Failure to Pay, Obligation Default, Governmental Intervention, Repudiation/Moratorium and Restructuring
Obligation Categories	Borrowed money
Obligation Characteristics	Not subordinated
Excluded Obligations	n/a
Consequences of occurrence Of a Credit Event	If a Credit Event has occurred, the Cash Settlement Amount shall be determined as the amount calculated the provisions of Condition 3.6 (Credit Terms for Credit Linked Structured Products) and 3.6(b) (Cash Settlement Amount following Credit Event Notice)
Maturity Value	The fair market value of the Digital Plus on the business day immediately prior to the date of the Credit Event multiplied by the CE Factor ("Reduced Return Amount") plus CE Interest
CE Factor	The recovery price (expressed as a percentage) of unsubordinated obligations of the Reference Entity based on tradable quotations obtained in the market, and adjusted to take into account the portion of Investec's hedge position affected by the Credit Event, determined by IBL, as calculation agent
CE Interest	If a Credit Event occurs prior to the 20 June 2028, the Investor will receive interest (at the overnight SAFEX rate) in respect of the Reduced Return Amount, from the date upon which the occurrence of the Credit Event is duly confirmed, to the Cash Settlement Date

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