

NEDBANK LIMITED

(incorporated with limited liability under registration number 1951/00009/06 in the Republic of South Africa)

ZAR30,000,000,000 STRUCTURED NOTE PROGRAMME

issue of ZAR50,000,000 Credit Linked Notes due February 2027

This document constitutes the Applicable Pricing Supplement relating to the issue of the Tranche of Notes described herein ("**Notes**" and "this Tranche").

This Applicable Pricing Supplement must be read in conjunction with the Amended and Updated Programme Memorandum, dated 8 February 2019, as amended and/or supplemented from time to time ("**Programme Memorandum**"), prepared by Nedbank Limited ("**Issuer**") in connection with the Nedbank Limited ZAR30,000,000,000 Structured Note Programme ("**Programme**").

The Amended and Updated Programme Memorandum, dated 8 February 2019, was registered and approved by the JSE Limited ("**JSE**") on 4 February 2019.

The Programme Amount was duly increased from ZAR15,000,000,000 to ZAR30,000,000,000 on 4 March 2021.

References to the "Terms and Conditions" in this Applicable Pricing Supplement are to the section of the Programme Memorandum headed "Terms and Conditions". References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the Terms and Conditions.

This Tranche will be issued on, and subject to, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of this Tranche set out in this Applicable Pricing Supplement.

To the extent that there is any conflict or inconsistency between the provisions of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

A.	DESCRIPTION OF THE NOTES	
1.	Issuer	Nedbank Limited
2.	Tranche number	1
3.	Series number	NN285
4	Status of the Notes	Senior Notes (see Condition 5 (Status))
5.	Security	Unsecured
6.	Form of the Notes	Registered Notes
		The Notes are issued in registered uncertificated form and will be held in the Central Securities Depository.
7.	Type of Notes	Credit Linked Notes (see Item D (Credit Linked Note Provisions) below)
8.	Issue Date	19 February 2024
9.	Issue Price	100%
10.	Interest	Floating Rate Note Provisions see Condition 7.2 (Floating Rate Note Provisions) and the (see Item C (Floating Rate Note Provisions) below)
11.	Redemption/Payment Basis	Credit Linked Redemption (see Item D (Credit Linked Note Provisions) below)
12.	Change of interest or redemption payment basis	Not Applicable
13.	Aggregate Principal Amount of this Tranche	ZAR50,000,000.00

14. Specified Currency ZAR

15. Specified Denomination ZAR1,000,000 (or such other amount as is prescribed from time to time in terms of

(Principal Amount per Note) section 96(2)(a) of the Companies Act)

16. Minimum Specified ZAR1,000,000 Denomination of each Note

17. Calculation Amount ZAR1,000,000

18. Business Day Convention Following Business Day Convention

19. Day Count Fraction Actual/365

Programme Amount as at the

B. PROGRAMME AMOUNT

1.

Issue Date

ZAR30,000,000,000

Aggregate outstanding Principal ZAR29,305,508,351.00 including the Aggregate Principal Amount of this Tranche and Amount of all of the Notes any other Tranches of Notes issued on the Issue Date specified in Item A(8) above. (including Existing Credit Linked Notes) in issue under the

3. Issuer confirmation as to The Issuer confirms that the issue of this Tranche will not cause the Issuer to exceed Programme Amount the Programme Amount.

C. FLOATING RATE NOTE PROVISIONS

Programme as at the Issue Date

1. Floating Interest Rate The Notes will bear interest at the Floating Interest Rate per annum (nominal annual

compounded quarterly) equal to the sum of the Reference Rate (see Item C(8)(a) below) plus the Margin (see Item C(9) below), determined by the Calculation/Issuer Agent in accordance with Condition 7.2.6 (*Calculation of Interest Amount*), for the period from and including the

Issue Date to but excluding the Redemption Date.

3. Interest Payment Date/s Quarterly in arrears on 19 May, 19 August, 19 November and 19 February of each year until

the Redemption Date or, if such date is not a Business Day, the date determined in

accordance with the Following Business Day Convention (see Item A(18) above).

First Interest Payment Date 19 May 2024

5. Interest Periods The first Interest Period shall commence on (and include) the Interest Commencement

Date and end on (but exclude) the first Interest Payment Date.

Thereafter, each successive Interest Period shall commence on (and include) the immediately preceding Interest Payment Date and end on (but exclude) the immediately following Interest Payment Date; provided that the final Interest Period shall end on (but exclude) the Redemption Date, it being recorded, for the avoidance of doubt, that if any such date is not a Business Day, the date will be determined in accordance with the Following

Business Day Convention.

6. Rate Determination Date/s The first day of each Interest Period.

If any such date is not a Business Day, the Rate Determination Date will be the first following

day that is a Business Day.

7. Manner in which the Floating Interest Rate is to be determined

Screen Rate Determination

8. If Screen Rate Determination applicable:

Applicable

2

(a) Reference Rate

3-month JIBAR (being, subject to Condition 7.2.3 (*Screen Rate Determination*), the average mid-market yield rate per annum for 3-month deposits in Rand which appears on the Relevant Screen Page as the "SFX 3M YIELD" at or about the Relevant Time on the Rate Determination Date, determined by the Calculation/Issuer Agent in accordance with Condition 7.2.6 (*Calculation of Interest Amount*).

(b) Relevant Screen Page

Reuters Screen SAFEY page

(c) Relevant Time

11h00 (South African time)

(d) Relevant Financial Centre

Johannesburg

(e) Reference Banks

Absa Bank Limited, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South

Africa Limited

9. Margin

1.30%

10. Minimum Rate of Interest

Not Applicable

11. Maximum Rate of Interest

Not Applicable

12. Default Rate

The call deposit rate payable from time to time by the Issuer on deposits made by its corporate clients, which call deposit rate may vary from time to time depending on volume and market forces.

 Fall back provisions, rounding provisions and any other terms relating to the method of calculating the Floating Interest Rate Not Applicable

D. CREDIT LINKED NOTE PROVISIONS

1. 2014 ISDA Credit Derivatives Definitions:

(a) General

The 2014 ISDA Credit Derivatives Definitions as at the Issue Date, as published by the International Swaps and Derivatives Association Inc. ("2014 ISDA Credit Derivatives Definitions") are, to the extent specified in this Item D below, incorporated by reference into, and form part of, this Item D and the Applicable Terms and Conditions of this Tranche.

To the extent that there is any conflict or inconsistency between the provisions of this Item D and the 2014 ISDA Credit Derivatives Definitions, the provisions of this Item D shall prevail.

(b) Interpretation

Capitalised terms not defined in this Item D shall have the meanings ascribed to them in the 2014 ISDA Credit Derivatives Definitions.

Notwithstanding anything to the contrary contained in the 2014 ISDA Credit Derivatives Definitions:

- a) all references to "Credit Derivative Transaction" in the 2014 ISDA Credit Derivatives Definitions shall be construed as references to this Tranche;
- b) all references to "Confirmation" in the 2014 ISDA Credit Derivatives Definitions shall be construed as references to this Applicable Pricing Supplement.

By subscribing to or purchasing the Notes, Noteholders represent and undertake that in addition to understanding the information set out in the Programme Memorandum and this Applicable Pricing Supplement, they understand the 2014 ISDA Credit Derivatives Definitions and have analysed and understood the impact of the incorporation by reference of the 2014 ISDA Credit Derivatives Definitions into the Programme Memorandum and this Tranche of Notes.

(c) Additional amendments to the Not Applicable

2014 ISDA Credit Derivatives Definitions

2. General:

Reference Entity/ies Pepkor Holdings Limited (a)

> Senior Level Seniority Level:

Reference Obligation/s (b) The obligation/s identified as follows:

Primary Obligor: Pepkor Holdings Limited

Maturity: 06 March 2028

Coupon: 3-month JIBAR + 1.38%

ISIN: ZAG000194168

Yes

Standard Reference Obligation

Non-Standard Reference

Obligation

No

Substitute Reference Obligation (c) No Substitution Event No (d) All Guarantees Applicable (e) Yes

Reference Price 100% (Note: If a percentage is not so specified, the Reference Price will be 100%) (f)

Section 11.1 (Additional (k) Representations and Agreements of the Parties) of the 2014 ISDA Credit **Derivatives Definitions**

Applicable

3. Fixed and Floating Payments: Not Applicable

4. **Conditions to Settlement:**

(a) Credit Event Notice Yes

Terms of Credit Event Notice (b) upon the occurrence of a Restructuring Credit Event if different from the applicable provisions of the 2014 ISDA Credit Derivatives Definitions

Not Applicable

Notice of Physical Settlement Yes (c) Notice of Publicly Available (d) No

Information Applicable

Public Sources/s: (e)

> Standard International No Public Sources Applicable

Standard South Africa Public Sources Applicable

Additional Public Sources Not Applicable

No

Specified Number (f) Not Applicable

5. Credit Events:

The following Credit Event/s shall apply to this Tranche:

(a)	Bankruptcy	Yes
(b)	Failure to Pay	Yes
	Grace Period Extension Applicable	Yes
	Grace Period	30 Business Days
	Payment Requirement	ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event
(c)	Obligation Default	Yes
	Default Requirement	ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event
(d)	Obligation Acceleration	Yes
	Default Requirement	ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event
(e)	Repudiation/Moratorium	Yes
	Default Requirement	ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event
(f)	Restructuring	Yes
	Mod R	Not Applicable
	 Mod Mod R 	Not Applicable
	 Multiple Holder Obligation Applicable 	Not Applicable
(g)	Governmental Intervention	Yes
	Default Requirement	ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event
(h)	Other	None
6.	Obligations:	
(a)	Obligation Category: (Note: Select only one)	
	 Payment 	No
	 Borrowed Money 	No
	Reference Obligations Only	No
	 Bond 	Yes
	• Loan	No
	Bond or Loan	No
(b)	Obligation Characteristics: (Note: Select all that apply)	
	 Not Subordinated 	Yes
	 Specified Currency 	Yes
	Not Sovereign Lender	No
	Not Domestic Currency	No
	Not Domestic Law	No
	• Listed	Yes

	 Not Domestic Issuance 	No
(c)	Additional Obligations	Not Applicable
(d)	Excluded Obligation/s (Note: Not Applicable See Section 3.6 (Excluded Obligations) of the 2014 ISDA Credit Derivatives Definitions)	
(e)	Specified Currency	ZAR
(f)	Domestic Currency	ZAR
(g)	Section 3.15 (Interpretation of Provisions) of the 2014 ISDA Credit Derivatives Definitions applicable	Yes
(h)	Specify if any provisions of Section 3.15 (<i>Interpretation of Provisions</i>) of the 2014 ISDA Credit Derivatives Definitions are not applicable	Not Applicable
7.	Settlement Method:	
(a)	Auction Settlement	No
(b)	Cash Settlement	No
(c)	Physical Settlement	Yes
8.	Terms relating to Physical Settlement:	
(a)	Physical Settlement Period	30 Business Days
(b)	Deliverable Obligations	Exclude Accrued Interest
(c)	Deliverable Obligation Category (Note: Select only one)	
	 Payment 	No
	Borrowed Money	No
	Reference Obligations Only	No
	• Bond	Yes
	• Loan	No
	Bond or Loan	No
(d)	Deliverable Obligation Characteristics (Note: Select all that apply)	
	Not Subordinated	Yes
	Specified Currency	Yes
	Not Sovereign Lender	No
	Not Domestic Currency	No
	Not Domestic Law	No
	 Listed 	Yes
	Not Contingent	No

Not Domestic Issuance

No

		N.
	Assignable Loan	No No
	Consent Required Loan	No No
	Direct Loan Participation	No No
	Transferable	No
	Maximum Maturity	No
	Accelerated or Matured	No
	Not Bearer	No
(e)	additional Deliverable Obligations	Not Applicable
(f)	Excluded Deliverable Obligation/s	None
(g)	Mod R (Note: See Section 3.31 (Mod R) of the 2014 ISDA Credit Derivatives Definitions)	No
(h)	Mod Mod R (Note: See Section 3.32 (Mod Mod R) of the 2014 ISDA Credit Derivatives Definitions)	No
(i)	Qualifying Participation Seller	None
(j)	Maximum Maturity	Not Applicable
(k)	Section 11.2 (Additional Representations and Agreements for Physical Settlement) of the 2014 ISDA Credit Derivatives Definitions	Not Applicable
(I)	Additional terms applicable to Physical Settlement	For each Deliverable Obligation, the Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, will be reduced by the Unwind Costs as determined by the Calculation/Issuer Agent.
9.	Partial Cash Settlement:	
(a)	Partial Cash Settlement Terms	
	 Partial Cash Settlement of Consent Required Loans Applicable 	Yes
	 Partial Cash Settlement of Assignable Loans Applicable 	Yes
	 Partial Cash Settlement of Participations Applicable 	Yes
	Valuation Time	11:00 AM
(b)	Buy-in of Bonds not Delivered	Yes (Note: See Section 9.7 (Buy-in of Bonds not Delivered) of the 2014 ISDA Credit Derivatives Definitions)
(c)	Alternative Procedures Relating to Loans Not Delivered	Yes (Note: See Section 9.8 (Alternative Procedures Relating to Loans Not Delivered) of the 2014 ISDA Credit Derivatives Definitions)
(d)	Additional terms applicable to Partial Cash Settlement	For each Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation, the Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, of each Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation

will be reduced by the Unwind Costs as determined by the Calculation/Issuer Agent.

10. Notifying Party The Issuer

11. The period commencing on and including the Issue Date and ending on and including Term

the Redemption Date.

12. Other terms special Not Applicable ٥r

conditions

E. REDEMPTION

Redemption Date In relation to all or any of the Notes in a Tranche of Notes (as applicable), the Maturity 1.

> Date, the Early Redemption Date (Call), the Early Redemption Date (Put), the Early Redemption Date (Specified Early Redemption Event) or any other date on which that Tranche of Notes (or any Note/s in that Tranche) is/are due to be redeemed (in whole or

in part) in terms of the Applicable Terms and Conditions, as applicable.

2. Maturity Date 19 February 2027

3. Final Redemption Amount: The aggregate Outstanding Principal Amount of this Tranche plus accrued interest (if

4. Prior approval of the Relevant Authority required for redemption prior to the Maturity

any) to the Maturity Date

Date

Nο

5. Issuer Early Redemption

Election:

Not Applicable

Noteholder Early Redemption 6.

Election:

Not Applicable

7. Specified Early Redemption

Event:

Applicable (see Condition 8.4 (Redemption following a Specified Early Redemption

Event)

Tax Event Applicable

Change in Law Applicable

Hedging Disruption Event Applicable

Increased Cost of Hedging Event Applicable

8. Redemption following Specified Early Redemption

Event:

Applicable (see Item E(7) above)

Redemption in whole (a)

Applicable

Early Redemption Date (Specified Early Redemption Event)

The date stipulated as the Early Redemption Date (Specified Early Redemption Event) in the notice of redemption given by the Issuer in terms of Condition 8.4 (Redemption

following a Specified Early Redemption Event).

(b) Redemption in part **Applicable**

Early Redemption Date/s (Specified Early Redemption Event)

The date/s stipulated as the Early Redemption Date/s (Specified Early Redemption Event Call) in the notice/s of redemption given by the Issuer in terms of Condition 8.4 (Redemption following a Specified Early Redemption Event).)

9. Early Redemption Amount:

The following amount (or the relevant portion thereof, as applicable) in respect of this Tranche (but adjusted pro rata to each Note (or the relevant portion thereof, as applicable) to be redeemed pursuant to the Noteholder Early Redemption Election):

The (i) Fair Value of this Tranche of Notes plus accrued interest (if any) to the Early Redemption Date less the (ii) Unwind Costs.

10. Fair Value and Unwind Costs:

Applicable

"Fair Value" means, in relation to this Tranche of Notes, an amount determined by the

Calculation Agent (acting in a commercially reasonable manner and using objectively ascertainable market inputs including, but not limited to, the Issuer's liquidity and credit curves, forward rate agreements, swap rates, inflation and interest rates, and bond rates) which represents the fair market value of this Tranche of Notes; provided that no account shall be taken of the financial condition or creditworthiness of the Issuer which shall be presumed to be able to perform fully its obligations in respect of this Tranche of Notes.

"Unwind Costs" means, in relation to this Tranche of Notes, an amount equal to the total amount of any and all costs and expenses of whatsoever nature associated or incurred by the Issuer or any Affiliate in connection with the early redemption of this Tranche of Notes (including, without limitation, any costs associated with unwinding any funding or other financing relating to this Tranche of Notes, any costs associated with unwinding or reinstating any hedge positions relating to this Tranche of Notes and all taxes, regulatory costs and/or penalties), all as determined and calculated by the Calculation Agent acting in a commercially reasonable manner.

11. Redemption of Credit Linked Notes following a Credit Event:

Applicable (see Item D (Credit Linked Note Provisions) above

12. Other terms applicable on redemption

Not Applicable

F AGENTS AND SPECIFIED	UEEILES

F.	AGENTS AND SPECIFIED OFFI	CES
1.	Calculation Agent	Nedbank Limited
2.	Specified Office of the Calculation Agent	135 Rivonia Campus, Sixth Floor Block F, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa
3.	Paying Agent	Nedbank Investor Services, a division of Nedbank Limited
4.	Specified Office of the Paying Agent	135 Rivonia Campus, Sixth Floor Block F, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa
5.	Transfer Agent	Nedbank Limited
6.	Specified Office of the Transfer Agent	Lakeview Campus, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709, South Africa
7.	Issuer's Participant/Settlement Agent	Nedbank Investor Services, a division of Nedbank Limited
8.	Specified Office of the Issuer's Participant/Settlement Agent	Lakeview Campus, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709, South Africa
	,	
G.	REGISTER CLOSED	
G . 1.	·	Up until 17h00 (South African time) on 08 May, 08 August, 08 November and 08 February of each year until the Redemption Date being, in each instance, the last date on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer of Notes represented by Certificates or, if any such date is not a Business Day, the Business Day before each Register Closed Period.
	REGISTER CLOSED	Up until 17h00 (South African time) on 08 May, 08 August, 08 November and 08 February of each year until the Redemption Date being, in each instance, the last date on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer of Notes represented by Certificates or, if any such date is not a Business Day, the Business Day

H.	GENERAL	
1.	Exchange control approval	Not Applicable
2.	Additional selling restrictions	Not Applicable
3.	International Securities Numbering (ISIN)	ZAG000203258
4.	Stock Code Number	NN285
5.	Financial Exchange	JSE Limited (Interest Rate Market of the JSE)
6.	Debt Sponsor	Nedbank Limited
7.	Name of Dealer	Nedbank Limited
8.	Stabilisation Manager	Not Applicable
9.	Method of Distribution	Private Placement
10.	Bookbuild and Allocation Policy	Not Applicable
11.	Pricing Methodology	Not Applicable
12.	Governing law	The Notes and the Applicable Terms and Conditions are governed by, and shall be construed in accordance with, the laws of South Africa.
13.	Business Centre	Johannesburg
13.	Additional Financial Centre	Not Applicable
14.	Additional Business Centre	Not Applicable
15.	Other Banking Jurisdiction	Not Applicable
16.	Rating (if any) assigned to this Tranche as at the Issue Date, Rating Agency/ies and date on which such Rating is expected to be reviewed	Not Applicable
17.	Rating assigned to the Issuer as at the Issue Date, Rating Agency/ies and date on which such Rating is expected to be reviewed	As at the Issue Date, the Issuer has a domestic long-term credit rating of (i) Aa1.za from Moody's Investors Service South Africa Proprietary Limited last reviewed in August 2023 (and expected to be reviewed from time to time) and (ii) zaAA from the South African branch of Standard and Poor's Credit Market Services Europe Ltd last reviewed in December 2023 (and expected to be reviewed from time to time).
18.	Use of proceeds	The Issuer will use the net proceeds from the issue of this Tranche for its general corporate purposes
19.	Material Change	The Issuer confirms that, as at the date of signature of this Applicable Pricing Supplement no material change in the financial or trading condition of the Issuer or any "subsidiary" (as defined in the Companies Act) of the Issuer has occurred since 30 June 2023 (being the end of the last financial period for which unaudited interim financial statements of the Issuer have been published). This statement has not been confirmed or verified or reviewed and reported on by the auditors of the Issuer.
20.	Other relevant information	Not Applicable

The Issuer certifies that, to the best of its knowledge and belief, there are no facts the omission of which would make this Applicable Pricing Supplement false or misleading, that all reasonable enquiries to ascertain such facts have been made, and that this Applicable Pricing Supplement contains all information required by the JSE Debt Listings Requirements (and all other Applicable Laws) to appear in this Applicable Pricing Supplement.

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement, the annual financial statements of the Issuer, the "Nedbank Limited Annual Report" ("**Annual Report**") and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Programme Memorandum, this Applicable Pricing Supplement, the annual financial statements of the Issuer, the Annual Report and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum, this Applicable Pricing Supplement, the annual financial statements of the Issuer, the Annual Report and any amendments or 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 aforementioned documents. The JSE's approval of the registration of the Programme Memorandum and listing of the Notes is not to be taken in any way as an indication of the merits of the Issuer or of the Notes and, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Application is hereby made to list Tranche 1 of Series NN285 of the Notes on the Interest Rate Market of the JSE, as from Issue Date, pursuant to the Nedbank Limited ZAR30,000,000,000 Structured Note Programme.

NEDBANK LIMITED

Ву:

duly authorised

Name of signatory: Sinethemba Mnguni

Date: __14 February 2023

By:

duly authorised

Name of signatory: ____Guy Strahlendorf

Date: 14 February 2024