

## APPLICABLE PRICING SUPPLEMENT NN436



### NEDBANK LIMITED

(incorporated with limited liability under registration number 1951/000009/06 in the Republic of South Africa)

## ZAR60,000,000,000 STRUCTURED NOTE PROGRAMME

### Issue of ZAR102,800,000 Combined Equity Linked Notes, Fund Linked Notes and Floating Rate Notes due December 2035

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 ZAR60,000,000,000 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 ZAR30,000,000,000 to ZAR60,000,000,000 with effect from 13 March 2024.

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

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|-----|---------------------|--|
| 1.  | Issuer              | Nedbank Limited  |
| 2.  | Tranche number      | 1  |
| 3.  | Series number       | NN436  |
| 4.  | Status of the Notes | Senior Notes (see Condition 5 ( <i>Status</i> ))   |
| 5.  | Security            | Unsecured  |
| 6.  | Form of the Notes   | Registered Notes<br>The Notes are issued in registered uncertificated form and will be held in the Central Securities Depository   |
| 7.  | Type of Notes       | Combined Equity Linked Notes (see Item C ( <i>Equity Linked Note Provisions</i> ) below), Fund Linked Notes (see Item D ( <i>Fund Linked Note Provisions</i> ) below) and Floating Rate Notes (see Item E ( <i>Floating Rate Note Provisions</i> ) below)  |
| 8.  | Trade Date          | 26 November 2025   |
| 9.  | Issue Date          | 03 December 2025   |
| 10. | Issue Price         | 100%   |
| 11. | Interest            | Equity Linked Notes (see Item C ( <i>Equity Linked Note Provisions</i> ) below), Fund Linked Notes (see Item D ( <i>Fund Linked Note Provisions</i> ) below) and Floating Rate Notes (see Item E ( <i>Floating Interest Rate Notes Provisions</i> ) below) |

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|-----|--|---|
| 12. | Redemption/Payment Basis                           | Equity Linked Notes (see Item C (Equity Linked Note Provisions) below), Fund Linked Notes (see Item D (Fund Linked Note Provisions) below) and Floating Rate Notes (see Item E (Floating Interest Rate Notes Provisions) below)   |
| 13. | Change of interest or redemption payment basis     | Not Applicable  |
| 14. | Aggregate Principal Amount of this Tranche         | <p>The Aggregate Principal Amount of this Tranche applicable to each period t will be determined and calculated by the Calculation Agent in accordance with the following formula:</p> $APA_t = N_t \times PPU_t$ <p>Where:</p> <p>“t” means the values from 1 to 40 as per the table in Annex A;</p> <p>“APA<sub>t</sub>” means the Aggregate Principal Amount of this Tranche applicable to each period t as determined by the Calculation Agent, with APA<sub>1</sub> equal to ZAR102,800,000;</p> <p>“N<sub>t</sub>” means the Number of Reference Fund Units actually held by the Issuer for the applicable period t as per the table in Annex A, such number being rounded down to 4 decimals, as determined by the Calculation Agent; and</p> <p>“PPU<sub>t</sub>” means the Price Per Reference Fund unit applicable to each period t as determined by the Calculation Agent.</p> |
| 15. | Specified Currency                                 | ZAR   |
| 16. | Specified Denomination (Principal Amount per Note) | <p>The Specified Denomination (SD) per Note applicable to each period t will be determined and calculated by the Calculation Agent in accordance with the following formula:</p> $SD_t = \frac{APA_t}{NN}$ <p>Where:</p> <p>“t” means the values from 1 to 40 as per the table in Annex A;</p> <p>“APA<sub>t</sub>” means the Aggregate Principal Amount of this Tranche (see Item A(14) above); and</p> <p>“NN” means the Number of Notes in this Tranche (see Item A(17) below).</p>  |
| 17. | Number of Notes in this Tranche                    | 1   |
| 18. | Minimum Specified Denomination of each Note        | ZAR1,000  |
| 19. | Business Day Convention                            | Modified Following Business Day Convention  |
| 20. | Day Count Fraction                                 | Actual/365 Fixed  |

## **B. PROGRAMME AMOUNT**

|    |   |   |
|----|---|---|
| 1. | Programme Amount as at the Issue Date   | ZAR60,000,000,000   |
| 2. | Aggregate outstanding Principal Amount of all of the Notes (including Existing Notes) in issue under the Programme as at the Issue Date | ZAR52,811,028,190 , including the Aggregate Principal Amount of this Tranche and any other Tranches of Notes issued on the Issue Date specified in Item A(9) above. |
| 3. | Issuer confirmation as to Programme Amount  | The Issuer confirms that the issue of this Tranche will not cause the Issuer to exceed the Programme Amount   |

## **C. EQUITY LINKED NOTE PROVISIONS**

|    |                   |                 |
|----|-------------------|-----------------|
| 1. | Settlement Method | Cash Settlement |
|----|-------------------|-----------------|

|     |  |  |
|-----|--|--|
| 2.  | Reference Item                                 | Reference Equity Index   |
| 3.  | Physical Asset/s                               | Not Applicable   |
| 4.  | Equity Commencement Date                       | Trade Date   |
| 5.  | Expiration Date                                | 30 November 2035 (such date being subject to adjustment by the Calculation Agent in good faith and in a commercially reasonable manner in the event that the expiration date in terms of the Issuer's hedging transaction related to this Tranche being adjusted for any reason including, without limitation, such day not being a scheduled trading day, an exchange business day, a component security scheduled trading day, a scheduled valuation date a disrupted day or a market disruption event being applicable).                                    |
| 6.  | Expiration Time                                | The time at which the closing level of the Reference Equity Index is published by the Reference Equity Index Sponsor in respect of the Reference Equity Index or the closing time on the exchange in respect of any component of the Reference Equity Index as the case may be in terms of the Issuer's hedging transaction related to this Tranche.   |
| 7.  | Settlement Date                                | The Maturity Date (see Item F(1) below)  |
| 8.  | Settlement Currency                            | ZAR  |
| 9.  | <b>Cash Settlement:</b>                        | Applicable   |
|     | Determination of Equity Linked Interest Amount |  |
| (a) | Exchange                                       | JSE Limited  |
| (b) | Reference Equity Index                         | JSE Top 40 Index Total Return Value<br>(Bloomberg code TOP40TR Index)<br><br>Currency: ZAR<br><br>Reference Equity Index Sponsor: FTSE International Limited or its affiliate, agent or partner.<br><br>Any changes to the Reference Equity Index methodology will be published on SENS and communicated to the JSE.<br><br>The Reference Equity Index is calculated daily and published on Bloomberg as TOP40TR Index.  |
| (c) | Final Equity Settlement Amount                 | The Final Equity Settlement Amount payable by the Issuer to a Noteholder on the Maturity Date shall be an amount calculated by the Calculation Agent in accordance with the following formula:<br><br>$CSA = SD \times \left[ \frac{FIL}{IL} - 1 \right]$<br><br>Where:<br>"CSA" means the Cash Settlement Amount;<br>"SD" means the Specified Denomination (see Item A(16) above) as at period t=40 as per Annex A;<br>"×" means multiplied by;<br>"FIL" means the Final Index Level on the Expiration Date;<br>"IL" means the Index Level on 31 August 2035; |
| 10. | <b>Physical Settlement:</b>                    | Not Applicable   |
| 11. | <b>Disruption Events:</b>                      |  |
| (a) | Averaging Date Disruption                      | Not Applicable   |
| (b) | Index Cancellation                             | Calculation Agent Adjustment   |
| (c) | Index Modification                             | Calculation Agent Adjustment   |

|     |  |   |
|-----|--|---|
| (d) | Index Disruption   | Calculation Agent Adjustment  |
| (e) | Trading Disruption   | Applicable  |
| (f) | Exchange Disruption  | Applicable  |
| (g) | Early Closure  | Applicable  |
| 16. | Additional Disruption Events                                 | <p>(a) Any event, not otherwise addressed herein or in the 2002 ISDA Equity Derivatives Definitions, which in the reasonable opinion of the Calculation Agent gives rise to a material disruption in relation to (including without limitation) any calculation, determination, settlement or hedging of or related to this Tranche. In which case, the Calculation Agent shall take any action it deems necessary in good faith and in a commercially reasonable manner.</p> <p>(b) Any event, disruption, adjustment or otherwise including, without limitation, a change in law, an increased cost of hedging or a hedging disruption which arises or is applicable in terms of Issuer's hedging transaction related to this Tranche. In which case, the Calculation Agent shall take any action it deems necessary in good faith and in a commercially reasonable manner.</p>                                 |
| 12. | <b>Adjustments:</b>  | Applicable, as above  |
| 13. | <b>Extraordinary Events:</b>                                 | Applicable, as above  |
| 14. | Index Disclaimer   | Applicable  |
| 15. | Non-Reliance   | Applicable  |
| 16. | Agreements and Acknowledgements regarding hedging activities | Applicable  |
| 17. | Hedging Party and Determining Party                          | Nedbank Limited   |
| 18. | Additional Acknowledgements                                  | Applicable  |
| 19. | 2002 ISDA Equity Derivatives Definitions                     | <p>The expressions defined in the 2002 ISDA Equity Derivatives Definitions as published by the International Swaps and Derivatives Association Inc. ("2002 ISDA Equity Derivatives Definitions") shall, save where otherwise defined in this Item C, have the same meanings in this Item C and Item D and shall form part of (and apply in and to) this Item C.</p> <p>The 2002 ISDA Equity Derivatives Definitions are expressly and explicitly incorporated into this Item C and, accordingly, the provisions of the 2002 ISDA Equity Derivatives Definitions shall, save where expressly otherwise provided for in this Item C, form part of (and apply in and to) this Item C and Item D. In the event of any inconsistency or ambiguity between a term defined in the Programme Memorandum and the 2002 ISDA Equity Derivatives Definitions, the 2002 ISDA Equity Derivatives Definitions shall prevail.</p> |
| 20. | Other terms or special conditions                            | Not Applicable  |

#### **D. FUND LINKED NOTE PROVISIONS**

|    |                        |   |
|----|------------------------|---|
| 1. | Settlement Method      | Cash Settlement   |
| 2. | Reference Item         | Reference Fund units held by the Issuer   |
| 3. | Physical Assets        | Applicable (see Item D(2) above)  |
| 4. | Fund Commencement Date | Trade Date  |
| 5. | Fund Expiration Time   | <p>The time at which the closing level of the Reference Fund is published by the Reference Fund Sponsor.</p> <p>Reference Fund Sponsor: Prescient Management Company (RF) (Pty) Ltd</p> |
| 6. | Settlement Currency    | ZAR   |
| 7. | Reference Fund         | Prescient Flexible Fixed Interest Fund  |

Currency: ZAR

Fund calculator: Prescient Management Company (RF) (Pty) Ltd

Fund website:

<http://www.fundsdata.co.za/Data/Funds/3250/default.htm?tn=3250&mid=0180&fname=Prescient%20Flexible%20Fixed%20Interest%20Fund&Reg28=N&mp=&load=1>

The index level is published daily and available via the following link:

<https://www.prescient.co.za/funds-1/unit-prices/> as well as <PFFLIB3 SJ Equity> on Bloomberg.

General Fund Information: The Prescient Flexible Fixed Interest Fund will aim to preserve capital and maximize income returns without placing undue risk on the capital of the investor. In order to achieve this objective the fund will invest in a diversified range of fixed interest securities, including but not limited to, local and foreign government, semi-government, corporate bonds, fixed deposits, money market and other interest-bearing securities of differing terms to maturity, taking into account changes in interest rates, credit risk and liquidity.

Fund Benchmark: JSE All Bond index and STeFI Call Index

The Reference Fund is registered as a collective investment scheme in the Republic of South Africa.

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| 8. | Physical Settlement               | Not Applicable |
| 9. | Other terms or special conditions | Not Applicable |

#### **E. FLOATING RATE NOTE PROVISIONS**

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|-----|--|--|
| 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 rate obtained with reference to the ISDA Determination process (see Item E(7) below) plus the Margin (see Item E(7)(f) below), determined by the Calculation Agent in accordance with Condition 7.2.6 ( <i>Calculation of Interest Amount</i> ), for the period from and including the Issue Date to but excluding the Redemption Date.<br><br>For the avoidance of doubt, the Noteholder shall pay the Floating Interest Rate to the Issuer. |
| 2.  | Interest Payment Date  | The Maturity Date (see Item F(1) below).   |
| 3.  | Interest Payment Period  | The Interest Payment Period will commence on (and include) the Rate Determination Date and end on (but exclude) the Maturity Date (see Item F(1) below).   |
| 5.  | Rate Determination Date  | 5 September 2035   |
| 6.  | Manner in which the Floating Interest Rate is to be determined | ISDA Determination   |
| 7.  | <b>If ISDA Determination applicable:</b>                       | Applicable   |
| (a) | Floating Rate Option   | ZAR-JIBAR  |
| (b) | Designated Maturity  | 3 months   |
| (c) | Reset Date   | Rate Determination Date  |
| (d) | ISDA Definitions   | 2021 ISDA Interest Rate Derivatives Definitions  |
| (e) | <b>2021 ISDA Interest Rate Derivatives Definitions:</b>        |  |

General The 2021 ISDA Interest Rate Derivatives Definitions as at the Issue Date, as published by the International Swaps and Derivatives Association Inc. ("2021 ISDA Interest Rate Derivatives Definitions") are, to the extent specified in this Item E, incorporated by reference into, and form part of, this Item E 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 E and the 2021 ISDA Interest Rate Derivatives Definitions, the provisions of this Item E shall prevail.

Interpretation Capitalised terms not defined in this Item E shall have the meanings ascribed to them in the 2021 ISDA Interest Rate Derivatives Definitions.

Notwithstanding anything to the contrary contained in the 2021 ISDA Interest Rate Derivatives Definitions:

- a) all references to "Transaction" in the 2021 ISDA Interest Rate Derivatives Definitions shall be construed as references to this Tranche;
- b) all references to "Confirmation" in the 2021 ISDA Interest Rate 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 2021 ISDA Interest Rate Derivatives Definitions and have analysed and understood the impact of the incorporation by reference of the 2021 ISDA Interest Rate Derivatives Definitions into the Programme Memorandum and this Tranche of Notes.

Additional amendments to the 2021 ISDA Interest Rate Derivatives Definitions Not Applicable

(f) Margin As determined by the Calculation Agent on 31 August 2035

8. **Cash Settlement:** Applicable

Final Interest Payment Amount The Final Interest Payment Amount shall be an amount calculated by the Calculation Agent in accordance with the following formula:

$$FIPA = SD_{40} \times [RR + M + SF] \times DF$$

Where:

"FIPA<sub>t</sub>" means the Final Interest Payment Amount

"SD<sub>41</sub>" means the Specified Denomination (see Item A(16) above);

"×" means multiplied by;

"RR" means the Floating Interest Rate applicable on 31 August 2035;

"M" see Item 7(f) above;

"SF" means 0.20%;

"DF" means the Day Count Fraction for the Interest Payment Period (see Item A(20) above);

## F. REDEMPTION

1. Maturity Date Three Business Days after the last Equity Level Valuation Date (see Annex A) (anticipated to be 5 December 2035).

2. **Final Payment Amount** The Final Payment Amount will be determined and calculated by the Calculation Agent in accordance with the following formula:

$$FPA = FEPA - FIPA - HCA_{t-1}$$

Where:

“FPA” means the Final Payment Amount

“FEPA” means the Final Equity Settlement Amount (see Item C(7)(c) above);

“FIPA” means the applicable Final Interest Payment Amount (see Item E(8) above);

“HCA<sub>t-1</sub>” means the hedging cost adjustment applicable to accommodate any net costs (expressed as a positive amount) or net benefits (expressed as a negative amount) that the Issuer may incur or receive in respect of rebalancing its hedges when transitioning from period t-1 to period t (where t means the values from 1 to 40 as set out in Annex A) with respect to its holdings of Reference Fund units and/or equities relating to the continued hedging activities related to its obligations under this Tranche of Notes, all as determined and calculated by the Calculation Agent acting in good faith and in a commercially reasonable manner.

For the avoidance of doubt HCA<sub>0</sub> = 0.

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| 3. | <b>Final Redemption Amount:</b>   | The proceeds from the Issuer’s sale of the Number of Reference Fund units actually received by the Issuer.   |
| 4. | Prior approval of the Relevant Authority required for redemption prior to the Maturity Date | No   |
| 5. | <b>Trigger Issuer Early Redemption Election:</b>  | Applicable<br><br>If, at any time prior to the Expiration Date, the Calculation Agent determines that the Early Redemption Amount of the Notes is less than, or equal to, 60% of the prevailing Aggregate Principal Amount of this Tranche, the Issuer may elect to early redeem the Notes for the Early Redemption Amount. The Issuer retains the right to early redeem the Notes regardless of whether the Early Redemption Amount remains below the 60% level on the Early Redemption Date since the Early Redemption Amount of the Notes is subject to potential volatile market levels impacting the Fair Value of the Notes as well as the Unwind Costs. |
|    | (a) <i>Early Redemption Date(s)</i>   | As specified in the Issuer notice of redemption as per Condition 8.2 ( <i>Redemption at the election of the Issuer</i> ).  |
|    | (b) <i>Notice Period</i>  | At least 5 Business Days   |
| 6. | <b>Noteholder Early Redemption Election:</b>  | Applicable<br><br>The Noteholder may elect to redeem the Note early on each Equity Level Valuation Date (see Annex A) by giving the Issuer at least 5 Business Days’ notice prior to each Equity Level Valuation Date.   |
| 7. | <b>Issuer Early Redemption Election:</b>  | Applicable<br><br>The Issuer may elect to redeem the Note early on each Equity Level Valuation Date (see Annex A) by giving the Noteholder at least 5 Business Days’ notice prior to each Equity Level Valuation Date.   |
| 8. | <b>Specified Early Redemption Event:</b>  | Applicable (see Condition 8.4 ( <i>Redemption following a Specified Early Redemption Event</i> ))<br><br>Change in Law Event - Applicable<br><br>Tax Event - Applicable<br><br>Hedging Disruption Event - Applicable<br><br>Increased Cost of Hedging Event – Applicable   |

The definition of "Increased Cost of Hedging" is deleted in its entirety and replaced with the following:

"Increased Cost of Hedging" means that the Issuer would incur a materially increased (as compared with circumstances existing at the start of each respective Equity Level Valuation Date; (see Annex A)) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of issuing and performing its obligations with respect to the relevant Tranche of Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer 'or due to a mismatch between the duration of the relevant Tranche of Notes and the asset/transaction chosen to hedge exposure to the relevant Tranche of Notes shall not be deemed an Increased Cost of Hedging.

9. **Redemption following a Specified Early Redemption Event:** Applicable (see Item F(8) above)
- (a) Redemption in whole 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*).
10. **Early Redemption Amount:** The amount determined by the Calculation Agent, which shall not be less than zero, being the sum of the:
- i) Fair Value of the Notes; and
  - ii) Unwind Costs
11. **Fair Value and Unwind Costs:** "**Fair Value of the Notes**" means, in relation to this Tranche of Notes, an amount determined by the Calculation Agent (acting in good faith and 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 and interest rates, and bond rates, value of the Reference Fund units, value of the Reference Equity Index) 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, losses or expenses (expressed as negative number) of whatsoever nature associated or incurred by the Issuer or any Affiliate in connection with the early redemption or continued hedging of this Tranche of Notes (including, without limitation, any costs, losses or expenses associated with unwinding any funding or other financing relating to this Tranche of Notes or associated with unwinding, modifying 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 good faith and in a commercially reasonable manner.
12. Other terms applicable on redemption Not Applicable

## G. AGENTS AND SPECIFIED OFFICES

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|----|--|--|
| 1. | Calculation/Issuer Agent                         | Nedbank Limited, acting through its Corporate and Investment Banking division                  |
| 2. | Specified Office of the Calculation/Issuer Agent | Nedbank 135 Rivonia Campus, Third Floor Block F, 135 Rivonia Road, Sandton, 2196, South Africa |
| 3. | Settling Bank                                    | Nedbank Investor Services, a division of Nedbank Limited                                       |
| 4. | Specified Office of the Settling                 | Lakeview Campus, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709,                  |

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|----|---|--|
|    | Bank  | South Africa   |
| 5. | Transfer Agent  | Nedbank Investor Services, a division of 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 |

## H. REGISTER CLOSED

|    |                        |   |
|----|------------------------|---|
| 1. | Last Day to Register   | 24 November 2035, being 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 which immediately precedes such date.  |
| 2. | Register Closed Period | The Register will be closed during the 10 days preceding the Redemption Date from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding the Interest Payment Date (or other periodic payment date, as applicable) and the Redemption Date, being the period during which the Register is closed for purposes of giving effect to transfers, redemptions or payments in respect of the Notes. |
| 3. | Books Closed Date      | 25 November 2035  |

## I. GENERAL

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|-----|---|---|
| 1.  | Exchange control approval   | Not Applicable  |
| 2.  | Additional selling restrictions   | Not Applicable  |
| 3.  | International Securities Identification Number (ISIN)   | ZAG000217589  |
| 4.  | Stock Code Number   | NN436   |
| 5.  | Financial Exchange  | JSE Limited   |
| 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  |
| 14. | Additional Financial Centre   | Not Applicable  |
| 15. | Additional Business Centre  | Not Applicable  |
| 16. | Other Banking Jurisdiction  | Not Applicable  |
| 17. | 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  |

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| 18. | 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) Aaa.za from Moody's Investors Service South Africa Proprietary Limited last reviewed in September 2024 (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 November 2025 (and expected to be reviewed from time to time).  |
| 19. | Use of proceeds  | The Issuer will use the net proceeds from the issue of this Tranche for its general corporate purposes  |
| 20. | 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 2025 (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.  |
| 21. | Other provisions   | <ul style="list-style-type: none"> <li>a. The Issuer, as holder of the Reference Fund units, shall only pay any interest or capital that it has actually received in terms of the Reference Fund and will do so without material delay</li> <li>b. The Issuer will hold and not encumber its holding of the Reference Fund units during the period that the Notes remain outstanding in order to hedge its obligations in respect of the Notes. The Issuer will only dispose of its interest in such Reference Fund if such disposal arises in connection with a redemption of the Notes or to recover Unwind Costs (including any early redemption, howsoever described)</li> <li>c. All payments actually received in terms of the Reference Fund by the Issuer as holder of Reference Fund units, (including, without limitation, interest payments, fees, pre-payment penalties and swap break costs) shall be paid to the Noteholder without material delay.</li> <li>d. Annex A outlines the valuation dates and pricing methodology during the life of the trade.</li> </ul> |

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 and Specialist Securities 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 NN436 of the Notes on the Interest Rate Market of the JSE, as from Issue Date, pursuant to the Nedbank Limited ZAR60,000,000,000 Structured Note Programme.

**NEDBANK LIMITED**

By:  \_\_\_\_\_

duly authorised

Name of signatory: Philip Nel

Date: 1 December 2025

By:  \_\_\_\_\_

duly authorised

Name of signatory: Ved Kavi Somera

Date: 1 December 2025

**ANNEX A**

The table below sets out the periodic calculations on the equity valuation dates and interest valuation dates. No equity payments or interest payments will occur on these dates and the table below has been included for illustrative purposes only to reflect the periodic calculations that would have been applicable if such equity payments or interest payments had occurred. The Final Payment Amount (Item F(2)) and the Final Interest Payment Amount shall be paid as set out in Item E(8) (Cash Settlement).

TBC = To be confirmed

| (t) | Number of Reference Fund Units | Price Per Reference Fund unit | Aggregate Principal Amount of this Tranche | Floating Interest Rate | Periodic Margin | Equity Level Valuation Date | Periodic Initial Reference Equity Level | Periodic Final Reference Equity Level | Equity Valuation Date | Interest Valuation Date | Periodic Equity Valuation Amount | Net Periodic Valuation Amount | Hedge Cost Adjustment |
|-----|--------------------------------|-------------------------------|--|------------------------|-----------------|-----------------------------|---|---------------------------------------|-----------------------|-------------------------|----------------------------------|-------------------------------|-----------------------|
| 1   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2026/02/27                  | TBC                                     | TBC                                   | 2026/03/04            | 2026/03/04              | TBC                              | TBC                           | TBC                   |
| 2   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2026/05/29                  | TBC                                     | TBC                                   | 2026/06/03            | 2026/06/03              | TBC                              | TBC                           | TBC                   |
| 3   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2026/08/31                  | TBC                                     | TBC                                   | 2026/09/03            | 2026/09/03              | TBC                              | TBC                           | TBC                   |
| 4   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2026/11/30                  | TBC                                     | TBC                                   | 2026/12/03            | 2026/12/03              | TBC                              | TBC                           | TBC                   |
| 5   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2027/02/26                  | TBC                                     | TBC                                   | 2027/03/03            | 2027/03/03              | TBC                              | TBC                           | TBC                   |
| 6   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2027/05/31                  | TBC                                     | TBC                                   | 2027/06/03            | 2027/06/03              | TBC                              | TBC                           | TBC                   |
| 7   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2027/08/31                  | TBC                                     | TBC                                   | 2027/09/03            | 2027/09/03              | TBC                              | TBC                           | TBC                   |
| 8   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2027/11/30                  | TBC                                     | TBC                                   | 2027/12/03            | 2027/12/03              | TBC                              | TBC                           | TBC                   |
| 9   | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2028/02/29                  | TBC                                     | TBC                                   | 2028/03/03            | 2028/03/03              | TBC                              | TBC                           | TBC                   |
| 10  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2028/05/31                  | TBC                                     | TBC                                   | 2028/06/05            | 2028/06/05              | TBC                              | TBC                           | TBC                   |
| 11  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2028/08/31                  | TBC                                     | TBC                                   | 2028/09/05            | 2028/09/05              | TBC                              | TBC                           | TBC                   |
| 12  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2028/11/30                  | TBC                                     | TBC                                   | 2028/12/05            | 2028/12/05              | TBC                              | TBC                           | TBC                   |
| 13  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2029/02/28                  | TBC                                     | TBC                                   | 2029/03/05            | 2029/03/05              | TBC                              | TBC                           | TBC                   |
| 14  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2029/05/31                  | TBC                                     | TBC                                   | 2029/06/05            | 2029/06/05              | TBC                              | TBC                           | TBC                   |
| 15  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2029/08/31                  | TBC                                     | TBC                                   | 2029/09/05            | 2029/09/05              | TBC                              | TBC                           | TBC                   |
| 16  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2029/11/30                  | TBC                                     | TBC                                   | 2029/12/05            | 2029/12/05              | TBC                              | TBC                           | TBC                   |
| 17  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2030/02/28                  | TBC                                     | TBC                                   | 2030/03/05            | 2030/03/05              | TBC                              | TBC                           | TBC                   |
| 18  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2030/05/31                  | TBC                                     | TBC                                   | 2030/06/05            | 2030/06/05              | TBC                              | TBC                           | TBC                   |

| (t) | Number of Reference Fund Units | Price Per Reference Fund unit | Aggregate Principal Amount of this Tranche | Floating Interest Rate | Periodic Margin | Equity Level Valuation Date | Periodic Initial Reference Equity Level | Periodic Final Reference Equity Level | Equity Valuation Date | Interest Valuation Date | Periodic Equity Valuation Amount | Net Periodic Valuation Amount | Hedge Cost Adjustment |
|-----|--------------------------------|-------------------------------|--|------------------------|-----------------|-----------------------------|---|---------------------------------------|-----------------------|-------------------------|----------------------------------|-------------------------------|-----------------------|
| 19  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2030/08/30                  | TBC                                     | TBC                                   | 2030/09/04            | 2030/09/04              | TBC                              | TBC                           | TBC                   |
| 20  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2030/11/29                  | TBC                                     | TBC                                   | 2030/12/04            | 2030/12/04              | TBC                              | TBC                           | TBC                   |
| 21  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2031/02/28                  | TBC                                     | TBC                                   | 2031/03/05            | 2031/03/05              | TBC                              | TBC                           | TBC                   |
| 22  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2031/05/30                  | TBC                                     | TBC                                   | 2031/06/04            | 2031/06/04              | TBC                              | TBC                           | TBC                   |
| 23  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2031/08/29                  | TBC                                     | TBC                                   | 2031/09/03            | 2031/09/03              | TBC                              | TBC                           | TBC                   |
| 24  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2031/11/28                  | TBC                                     | TBC                                   | 2031/12/03            | 2031/12/03              | TBC                              | TBC                           | TBC                   |
| 25  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2032/02/27                  | TBC                                     | TBC                                   | 2032/03/03            | 2032/03/03              | TBC                              | TBC                           | TBC                   |
| 26  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2032/05/31                  | TBC                                     | TBC                                   | 2032/06/03            | 2032/06/03              | TBC                              | TBC                           | TBC                   |
| 27  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2032/08/31                  | TBC                                     | TBC                                   | 2032/09/03            | 2032/09/03              | TBC                              | TBC                           | TBC                   |
| 28  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2032/11/30                  | TBC                                     | TBC                                   | 2032/12/03            | 2032/12/03              | TBC                              | TBC                           | TBC                   |
| 29  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2033/02/28                  | TBC                                     | TBC                                   | 2033/03/03            | 2033/03/03              | TBC                              | TBC                           | TBC                   |
| 30  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2033/05/31                  | TBC                                     | TBC                                   | 2033/06/03            | 2033/06/03              | TBC                              | TBC                           | TBC                   |
| 31  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2033/08/31                  | TBC                                     | TBC                                   | 2033/09/05            | 2033/09/05              | TBC                              | TBC                           | TBC                   |
| 32  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2033/11/30                  | TBC                                     | TBC                                   | 2033/12/05            | 2033/12/05              | TBC                              | TBC                           | TBC                   |
| 33  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2034/02/28                  | TBC                                     | TBC                                   | 2034/03/03            | 2034/03/03              | TBC                              | TBC                           | TBC                   |
| 34  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2034/05/31                  | TBC                                     | TBC                                   | 2034/06/05            | 2034/06/05              | TBC                              | TBC                           | TBC                   |
| 35  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2034/08/31                  | TBC                                     | TBC                                   | 2034/09/05            | 2034/09/05              | TBC                              | TBC                           | TBC                   |
| 36  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2034/11/30                  | TBC                                     | TBC                                   | 2034/12/05            | 2034/12/05              | TBC                              | TBC                           | TBC                   |
| 37  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2035/02/28                  | TBC                                     | TBC                                   | 2035/03/05            | 2035/03/05              | TBC                              | TBC                           | TBC                   |
| 38  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2035/05/31                  | TBC                                     | TBC                                   | 2035/06/05            | 2035/06/05              | TBC                              | TBC                           | TBC                   |
| 39  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2035/08/31                  | TBC                                     | TBC                                   | 2035/09/05            | 2035/09/05              | TBC                              | TBC                           | TBC                   |
| 40  | TBC                            | TBC                           | TBC  | TBC                    | TBC             | 2035/11/30                  | TBC                                     | TBC                                   | 2035/12/05            | 2035/12/05              | TBC                              | TBC                           | TBC                   |

Where :

- **Periodic Equity Valuation Amount**

The Periodic Equity Valuation Amount per Note applicable to each period t will be determined and calculated by the Calculation Agent in accordance with the following formula:

$$PEPA_t = SD_t \times \left[ \frac{FIL_t}{IIL_t} - 1 \right]$$

Where:

“t” means the values from 1 to 40;

“PEPA<sub>t</sub>” means the Periodic Equity Valuation Amount applicable to each period t;

“SD<sub>t</sub>” means the Specified Denomination (see Item A(16) above);

“×” means multiplied by;

“FIL<sub>t</sub>” means the Periodic Final Reference Equity Index Level applicable to each period t;  
and

“IIL<sub>t</sub>” means the Periodic Initial Reference Equity Index Level applicable to each period t;

- **Periodic Interest Valuation Amount**

For each Interest Payment Period the Periodic Interest Payment Amount per Note shall be an amount calculated by the Calculation Agent in accordance with the following formula:

$$PIPA_t = SD_t \times [RR_t + PM_t + SF] \times DF_t$$

Where:

“t” means the values from 1 to 40;

“PIPA<sub>t</sub>” means the Periodic Interest Payment Amount applicable to each period t;

“SD<sub>t</sub>” means the Specified Denomination (see Item A(16) above);

“×” means multiplied by;

“RR<sub>t</sub>” means the Floating Interest Rate applicable to each period t (see Item E(7) above);

“PM<sub>t</sub>” means the Periodic Margin applicable to each period t;

“SF” means 0.20%;

“DF<sub>t</sub>” means the Day Count Fraction for the relevant Interest Payment Period<sub>t</sub> (see Item

A(20) above);

- **Net Periodic Valuation Amount** The Net Periodic Valuation Amount per Note applicable to each period t will be an amount determined and calculated by the Calculation Agent in accordance with the following formula:

$$NPPA_t = PEPA_t - PIPA_t - HCA_{t-1}$$

Where:

“t” means the values from 1 to 40;

“NPPA<sub>t</sub>” means the Net Periodic Valuation Amount applicable to each period t;

“PEPA<sub>t</sub>” means the applicable Periodic Equity Valuation Amount;

“PIPA<sub>t</sub>” means the applicable Periodic Interest Payment Amount;

“HCA<sub>t-1</sub>” means the hedging cost adjustment applicable to accommodate any net costs (expressed as a positive amount) or net benefits (expressed as a negative amount) that the Issuer may incur or receive in respect of rebalancing its hedges when transitioning from period t-1 to period t with respect to its holdings of Reference Fund units and/or equities relating to the continued hedging activities related to its obligations under this Tranche of Notes, all as determined and calculated by the Calculation Agent acting in good faith and in a commercially reasonable manner.

For the avoidance of doubt HCA<sub>0</sub> = 0.

In the event that the relevant Net Periodic Valuation Amount is greater than zero, the Issuer shall purchase, as soon as reasonably possible, the maximum number of Reference Fund units for the Net Periodic Valuation Amount to increase the Issuer's Number of Reference Fund units in the Reference Fund, or upon instruction from the Noteholder, the Issuer will pay such amount to the Noteholder on the applicable Equity Valuation Date<sub>t</sub>.

In the event that the relevant Net Periodic Valuation Amount is less than zero, the Issuer reserves the right to sell the required amount of Reference Fund units to recover the applicable Net Periodic Valuation Amount<sub>t</sub> and any Unwind Costs incurred by the Issuer relating to the continued hedging activities related to its obligations under this Tranche.