



**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 ZAR100,000,000 Portfolio Floating Rate Physically Settled Credit Linked Notes due October 2030**

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		
1.	Issuer	Nedbank Limited
2.	Tranche number	1
3.	Series number	NN473
4.	Status of the Notes	Senior Notes <i>(see Condition 5 (Status))</i>
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	Portfolio Credit Linked Notes <i>(see Item D (Credit Linked Note Provisions) below)</i>
8.	Issue Date	16 October 2025
9.	Issue Price	100%
10.	Interest	Floating Rate Note Provisions <i>(see Condition 7.2 (Floating Rate Note Provisions) and the Floating Rate Note Provisions below)</i>
11.	Redemption/Payment Basis	Credit Linked Redemption <i>(see Item D (Credit Linked Note Provisions) below)</i>
12.	Change of interest or redemption payment basis	Not Applicable

13. Aggregate Principal Amount of this Tranche ZAR100,000,000, subject to the occurrence of one or more Credit Events or Event Determination Dates in respect of any of the Reference Entities during the Notice Delivery Period or prior to the Redemption Date of this Tranche of Notes, whereupon the Aggregate Principal Amount will be reduced to reflect the redemption of such amount of the Notes equal to the sum of:
1. the Reference Entity Nominal Amounts of each Reference Entity in respect of which a Credit Event or Event Determination Date has occurred; and
  2. the Swap Costs and Swap Costs Difference (if any),
- as determined by the Calculation Agent in its sole and absolute discretion.

Where:

“**Reference Entity Nominal Amount**” means an amount of the Notes expressed in ZAR related to a Reference Entity in respect of which a Credit Event or Event Determination Date has occurred, calculated by multiplying the Reference Entity Weighting of the relevant Reference Entity by the Aggregate Principal Amount.

- |     |  |                                   |
|-----|--|-----------------------------------|
| 14. | Specified Currency                                 | ZAR                               |
| 15. | Specified Denomination (Principal Amount per Note) | ZAR1,000,000                      |
| 16. | Minimum Specified Denomination of each Note        | ZAR1,000,000                      |
| 17. | Calculation Amount                                 | ZAR1,000,000                      |
| 18. | Business Day Convention                            | Following Business Day Convention |
| 19. | 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 | ZAR50,373,095,144, including the Aggregate Principal Amount of this Tranche and any other Tranches of Notes issued on the Issue Date specified in Item A(8) 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. FLOATING RATE NOTE PROVISIONS

- |    |                        |  |
|----|------------------------|--|
| 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 C(8) below) plus the Margin (see Item C(11) 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. |
|----|------------------------|--|

Provided that, if a Potential Failure to Pay has occurred in respect of one or more of the Reference Entities on or before an Interest Payment Date, the outstanding Aggregate Principal Amount of the Notes on such Interest Payment Date will be determined by the Calculation Agent without regard to the Reference Entity Weighting of the Reference Entity in respect of which the Potential Failure to Pay has occurred. If no subsequent Failure to Pay Credit Event occurs in respect of any such Reference Entity prior to the next following Interest Payment Date, the Calculation Agent will increase the Interest Amount on such Interest Payment Date by the amount withheld on the previous Interest Payment Date.

If a Credit Event or Event Determination Date occurs in respect of any one of the Reference

Entities, interest will cease to accrue in respect of an amount of the Notes equal to the sum of the relevant Reference Entity Nominal Amount, Swap Costs Difference and Fair Value Swap Costs, if any, in respect of Credit Event or Event Determination Date and the relevant Reference Entity, as of the earlier to occur of the day prior to (a) the Interest Payment Date occurring on or immediately preceding the Credit Event or Event Determination Date and (b) the Maturity Date or, if no Interest Payment Date has occurred, the Issue Date, as applicable.

2. Interest Commencement Date Issue Date
3. Interest Payment Dates Quarterly in arrears on 16 January, 16 April, 16 July and 16 October of each year until the Redemption Date or, if any such date is not a Business Day, the date determined in accordance with the Business Day Convention (see Item A(18) above).
4. First Interest Payment Date 16 January 2026, if such date is not a Business Day, the date determined in accordance with the Business Day Convention (see Item A(18) above).
5. Interest Periods Each successive period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period shall commence on (and include) the Interest Commencement Date (see Item C(2) above) and end on (but exclude) the First Interest Payment Date (see Item C4 above) and 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 Business Day Convention (see Item A(18) above).
6. Rate Determination Dates The first day of each Interest Period; provided that the Rate Determination Date for the first Interest Period shall be the Issue Date. 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 ISDA Determination
8. ***If ISDA Determination applicable:*** 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) ***2021 ISDA Interest Rate Derivatives Definitions:***

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 C, incorporated by reference into, and form part of, this Item C 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 C and the 2021 ISDA Interest Rate Derivatives Definitions, the provisions of this Item C shall prevail.

Interpretation

Capitalised terms not defined in this Item C 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
<b>9.</b>	<b><i>If Screen Rate Determination applicable:</i></b>	Not Applicable
(a)	Reference Rate	Not Applicable
(b)	Relevant Screen Page	Not Applicable
(c)	Relevant Time	Not Applicable
(d)	Relevant Financial Centre	Not Applicable
(e)	Reference Banks	Not Applicable
<b>10.</b>	<b><i>If Other Determination applicable:</i></b>	Not Applicable
11.	Margin	1.31%
12.	Minimum Floating Interest Rate	Not Applicable
13.	Maximum Floating Interest Rate	Not Applicable
14.	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 (see Condition 7.5.1 ( <i>Default interest</i> ))
15.	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        | <p>The 2014 ISDA Credit Derivatives Definitions as at the Issue Date, as published by the International Swaps and Derivatives Association Inc. ("<b>2014 ISDA Credit Derivatives Definitions</b>") 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.</p> <p>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.</p>    |
| (b) | Interpretation | <p>Capitalised terms not defined in this Item D shall have the meanings ascribed to them in the 2014 ISDA Credit Derivatives Definitions.</p> <p>Notwithstanding anything to the contrary contained in the 2014 ISDA Credit Derivatives Definitions:</p> <p>c) all references to "Credit Derivative Transaction" in the 2014 ISDA Credit Derivatives Definitions shall be construed as references to this Tranche;</p> <p>d) all references to "Confirmation" in the 2014 ISDA Credit Derivatives Definitions shall be construed as references to this Applicable Pricing Supplement.</p> |

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 2014 ISDA Credit Derivatives Definitions Not Applicable
- 2. General:**
- (a) Reference Entity/ies Each Reference Entity (read with the relevant Reference Entity Weighting) as specified in the Reference Portfolio Annex.
- Each Reference Entity in respect of which a Credit Event or Event Determination Date occurs will subsequently be removed as a Reference Entity for the purposes of the Notes.
- Financial Reference Entity Terms: Not Applicable
  - Subordinated European Insurance Terms: Not Applicable
  - Seniority Level: Senior Level
- (b) Reference Obligation/s In respect of each Reference Entity, the obligation identified as per the Reference Portfolio Annex or any Substitute Reference Obligation in respect thereof; and one or more obligations of each such Reference Entity that would constitute an Obligation or Deliverable Obligation. The Issuer may select the relevant Reference Obligation of the relevant Reference Entity at any time on or before-the Physical Settlement Date.
- Standard Reference Obligation Yes
  - Non-Standard Reference Obligation No
- (c) Financial information of the guarantor/issuer of the Reference Obligation The issuer of the Reference Obligation is listed on the Interest Rate Market of the JSE Limited and therefore, as per rule 4.37(d)(i) of the JSE Debt and Specialist Securities Listings Requirements, no additional information is required.
- (d) Substitute Reference Obligation No
- (e) Substitution Event No
- (f) All Guarantees Applicable Yes
- (g) Reference Price 100%
- (h) Section 11.1 (*Additional 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
- (b) Terms of Credit Event Notice upon the occurrence of a Restructuring Credit Event if different from the applicable provisions of the 2014 ISDA Not Applicable

Credit Derivatives Definitions

- (c) Notice of Physical Settlement Yes
- (d) Notice of Publicly Available Information Applicable No
- (e) Public Sources/s:
  - Standard International Public Sources Applicable No
  - Standard South Africa Public Sources Applicable No
  - Additional Public Sources No

**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:
  - Payment No
  - Borrowed Money No
  - Reference Obligations Only No

- Bond Yes
  - Loan No
  - Bond or Loan No
- (b) Obligation Characteristics:
- 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 Not Applicable
- (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 (*Interpretation of Provisions*) 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

In respect of a Reference Entity, "Deliverable Obligation" means (i) the Reference Obligation of such Reference Entity as set out in the Reference Portfolio Annex, or (ii) any obligation of such Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable, as provider of any Qualifying Guarantee) described by the Deliverable Obligation Category and the Deliverable Obligation Characteristics.

- (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
	• Assignable Loan	No
	• Consent Required Loan	No
	• Direct Loan Participation	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
(l)	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 Swap Costs as determined by the Calculation Agent.

**"Swap Costs"** means, in respect of the Notes, an amount determined by the Calculation Agent in a commercially reasonable manner equal to any expense, loss or costs (in which case expressed as a positive number) or gain (in which case expressed as a negative number) incurred (or expected to be incurred) by or on behalf of the Issuer as a result of its terminating, liquidating, modifying, obtaining or re-establishing any hedge

term deposit, related interest rate, currency or basis swap position, or funding arrangements entered into by it (including with its internal treasury function) specifically in connection with each Reference Entity and the Notes.

If a Credit Event or Event Determination date occurs in respect of one or more of the Reference Entities specified in the Reference Portfolio Annex, the Issuer's obligation in each case will be to:

1. redeem an amount of the Notes equal to the Reference Entity Nominal Amount of such Reference Entity(ies) by Delivery on the relevant Physical Settlement Date the Deliverable Obligations Portfolio (as defined below) related to the relevant Reference Entity(ies); and
2. delist an amount of the Notes equal to the sum of the Reference Entity Nominal Amount plus the relevant Swap Costs and Swap Costs Difference (if any) related to the relevant Reference Entity(ies) in respect of which a Credit Event has occurred.

At the Maturity Date, the Issuer will redeem the Notes remaining by payment of the Final Redemption Amount determined on the basis of the remaining outstanding Aggregate Principal Amount at the Maturity Date.

In respect of each Deliverable Obligation, the following will apply to the Notes:

1. A Deliverable Obligation in relation to each Reference Entity in respect of which a Credit Event has occurred, may be selected by the Issuer with a Due and Payable Amount in an aggregate amount (excluding any accrued and unpaid interest) equal to:
  - a. the Reference Entity Nominal Amount related to the relevant Reference Entity/ies, as of the Credit Event or Event Determination Date; less
  - b. a Due and Payable Amount of such Deliverable Obligations with a market value as determined by the Calculation Agent equal to the Swap Costs.

If the amount of the Deliverable Obligations is determined as a negative amount, no Deliverable Obligations will be required to be Delivered and the amount of the Deliverable Obligations will be deemed to be zero. In addition, the Issuer will, on or about the date the Issuer delists the relevant amount of the Notes, reduce the Aggregate Principal Amount of the Notes by an amount equal to the absolute value of such negative amount (such amount being the "**Swap Costs Difference**"). If an obligation by its terms represents or contemplates an obligation to pay an amount greater than the outstanding principal balance of such obligation as of the Delivery Date as a result of the occurrence or non-occurrence of an event or circumstance, the outstanding principal balance of such obligation will not include any additional amount that would be payable upon the occurrence or non-occurrence of such event or circumstance.

**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 Swap Costs as determined by the Calculation Agent.
10.	Notifying Party	The Issuer
11.	Term	The period commencing on and including the Issue Date and ending on and including the Redemption Date.
12.	Other terms or special conditions	Not Applicable

## E. REDEMPTION

1.	Redemption Date	In relation to all or any of the Notes in a Tranche of Notes (as applicable), the Maturity 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	16 October 2030
3.	<b>Final Redemption Amount:</b>	The aggregate Outstanding Principal Amount of this Tranche plus accrued interest (if any) to the Maturity Date
4.	Prior approval of the Relevant Authority required for redemption prior to the Maturity Date	No
5.	<b>Issuer Early Redemption Election:</b>	Not Applicable
6.	<b>Noteholder Early Redemption Election:</b>	Not Applicable
7.	<b>Specified Early Redemption Event:</b>	Applicable (see Condition 8.4 ( <i>Redemption following a Specified Early Redemption Event</i> )) Tax Event Applicable Change in Law Applicable Hedging Disruption Event Applicable Increased Cost of Hedging Event Applicable
8.	<b>Redemption following a Specified Early Redemption Event:</b>	Applicable (see Item E(7) above)
(a)	Redemption in whole	Applicable
	<ul style="list-style-type: none"> <li>• Early Redemption Date (Specified Early Redemption Event)</li> </ul>	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 ( <i>Redemption following a Specified Early Redemption Event</i> ).
(b)	Redemption in part	Applicable
	<ul style="list-style-type: none"> <li>• Early Redemption Date (Specified Early Redemption Event)</li> </ul>	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 ( <i>Redemption following a Specified Early Redemption Event</i> ).

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 a Specified Early Redemption Event) determined by the Calculation Agent, which shall not be less than zero, being the sum of the:  
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, Unwind Costs:** "**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 rates, 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 or any costs associated with unwinding or reinstating any hypothetical credit default swap 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 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, Sixth Floor Block F, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa |
| 3. | Settling Bank   | Nedbank Investor Services, a division of Nedbank Limited  |
| 4. | Specified Office of the Settling Bank                         | Lakeview Campus, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709, 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              |

## G. REGISTER CLOSED

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|----|------------------------|---|
| 1. | Last Day to Register   | Up until 17h00 (South African time) 05 January, 05 April, 05 July and 05 October of each year until the Redemption Date, 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 (ten) days preceding each Interest Payment Date and 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 06 January, 06 April, 06 July and 06 October of each year until the Redemption Date.

## H. GENERAL

1.	Exchange control approval	Not Applicable
2.	Additional selling restrictions	Not Applicable
3.	International Securities Numbering (ISIN)	ZAG000220070
4.	Stock Code Number	NN473
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
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 September 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 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 and Specialist Listings Securities 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 NN473 of the Notes on the Interest Rate Market of the JSE, as from the 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: 13 October 2025

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

*duly authorised*

Name of signatory: Ved Kavi Somera

Date: 13 October 2025

**Reference Portfolio Annex**

<b>Reference Entity</b>	<b>Weighting</b>	<b>ISIN</b>
Mobile Telephone Networks Holdings Pty Limited	0.33333%	ZAG000219650
Woolworths Holdings Limited	0.33333%	ZAG000211210
Toyota Financial Services (South Africa) Limited	0.33333%	ZAG000219809