



# FirstRand Bank

(Registration Number 1929/001225/06)

(Incorporated with limited liability in the Republic South Africa)

**Issue of ZAR50,000,000 Credit Linked Notes with Scheduled Termination Date of 28 February 2028**  
**Stock code FRC604**  
**Under its ZAR90,000,000,000 Note Programme**

This document constitutes the Applicable Pricing Supplement relating to the issue of the Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Terms and Conditions**”) set forth in the Programme Memorandum dated 29 November 2011, as amended and updated from time to time (the “**Programme Memorandum**”). This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the terms and conditions contained in this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail. Subject to as provided below, any capitalised terms not defined in this Applicable Pricing Supplement shall have the meaning ascribed to them in the Terms and Conditions. To the extent that certain provisions of the *pro forma* Pricing Supplement do not apply to the Notes described herein, they may be deleted in this Applicable Pricing Supplement or indicated to be not applicable.

## Description of the Notes

1. Issuer:	FirstRand Bank Limited
2. Status of Notes:	Senior Unsecured Unsubordinated
3. Form of Notes:	Listed Registered Notes
4. Series Number:	604
5. Tranche Number:	1
6. Specified Currency of the Notes:	ZAR
7. Aggregate Nominal Amount:	
(a) Series:	ZAR50,000,000
(b) Tranche:	ZAR50,000,000
8. Nominal Amount per Note:	ZAR1,000,000
9. Specified Denomination and number of Notes:	ZAR1,000,000 and 50 Notes
10. Issue Date of the Notes:	17 April 2026
11. Issue Price of the Notes:	100% (one hundred percent) of par
12. Relevant Stock Exchange:	JSE
13. Integral multiples of Notes required for transfer:	N/A
14. Type of Notes:	Structured Notes
15. If Structured Notes:	
(a) Type of Structured Notes:	Credit Linked Notes
(b) Capital guarantee	No
16. Deposit Notes	No

17.	Redemption/Payment Basis:	Redemption at par
18.	Automatic/Optional Conversion from one Redemption/Payment Basis to another:	N/A
19.	Partly Paid Note Provisions:	N/A
<b>Provisions relating to interest (if any) payable on the Note</b>		
20.	<b>General Interest Provisions</b>	
	(a) Interest payable on the Note:	Yes
	(b) Interest Basis:	Floating Rate Note
	(c) Automatic/Optional Conversion from one Interest Basis to another:	N/A
	(d) Interest Commencement Date:	Issue Date
	(e) Default Rate:	N/A
	(f) Cessation of Interest:	Interest ceases to accrue from the Interest Payment Date immediately preceding the Event Determination Date, (or in the case of the first Interest Period, the Interest Commencement Date).
21.	<b>Fixed Rate Note Provisions:</b>	N/A
22.	<b>Floating Rate Note Provisions:</b>	Applicable
	(a) Manner in which the Interest Rate(s) is to be determined:	Screen Rate Determination in accordance with the provisions of, Schedule 1 (Screen Rate Determination for Floating Rate Notes referencing Compounded Daily ZARONIA)
	(b) If Screen Rate Determination:	
	- Reference Rate:	Compounded Daily ZARONIA (as defined in, and determined in accordance with the provisions of, Schedule 1 (Screen Rate Determination for Floating Rate Notes referencing Compounded Daily ZARONIA))
	- Interest Determination Date(s):	The 5th (fifth) Johannesburg Business Day (as defined in Schedule 1 (Screen Rate Determination for Floating Rate Notes referencing Compounded Daily ZARONIA)) prior to each Interest Payment Date
	- Relevant Screen Page and Reference Code:	N/A
	- Relevant Time:	11:00am
	- Relevant Financial Centre:	Johannesburg
	- Observation method:	Lookback
	- Lookback period:	5 (five) Business Days (as defined in Schedule 1 a (ZARONIA Observation Period))
	- Observation Shift:	N/A
	(c) Margin:	152 basis points
	(d) Minimum Rate(s) of Interest:	N/A
	(e) Maximum Rate(s) of Interest:	N/A
	(f) Interest Payment Dates:	28 February, 31 May, 31 August and 30 November in each year until the Maturity Date or, if such day is not a Business Day, the Business Day on which interest will be paid adjusted in accordance with the applicable Business Day Convention (as specified in this Applicable Pricing Supplement).
	(g) Interest Period(s):	Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment

	Date; provided that the first interest period will commence on (and include) the Issue Date and end on (but exclude) 31 May 2026 (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention).
(h) Specified Period:	N/A
(i) Day Count Fraction:	Actual/365
23. <b>Zero Coupon Note Provisions:</b>	N/A
24. <b>Index Linked Interest Note Provisions:</b>	N/A
25. <b>Dual Currency Note Provisions:</b>	N/A
26. <b>Mixed Rate Note Provisions:</b>	N/A
<b>Provisions relating to redemption</b>	
27. Exchange Rate Time:	Close of business
28. Maturity Date:	28 February 2028, subject to paragraph 51
29. Early Redemption following the occurrence of:	
(a) Tax Event:	Applicable
(b) Change in Law:	Applicable
(c) Hedging Disruption:	Applicable
(d) Increased Cost of Hedging:	Applicable
30. Early Redemption at the Option of the Issuer:	Applicable
(a) Optional Redemption Date[s]:	The date specified as such in the Issuer Redemption Notice.
(b) Optional Redemption Amount[s] and method, if any, of calculation of such amount[s]:	The Early Redemption Amount as set out in paragraph 37
(c) Optional Redemption Payment Date:	Optional Redemption Date.
(d) Notice period:	At least 10 (ten) calendar days' notice. For the purposes of this paragraph 30, any Issuer Redemption Notice delivered by the Issuer to the Noteholders shall only be made by way of announcement on SENS.
(e) If redeemable in part:	N/A
31. Early Redemption at the Option of the Noteholders:	N/A
32. Valuation Dates:	N/A
33. Valuation Time:	N/A
34. Market Disruption Event:	N/A
35. (a) Averaging Dates:	N/A
(b) Consequences of an Averaging Date being a Disrupted Day:	N/A
36. Final Redemption Amount:	100% of the Aggregate Nominal Amount
In cases where the Note is an Indexed Linked Redemption Note or other variable-linked Note:	

(a)	Index/Formula/variable:	N/A
(b)	Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent):	N/A
(c)	Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	N/A
(d)	Determination Date[s]:	N/A
(e)	Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	N/A
(f)	Payment Date:	N/A
(g)	Minimum Final Redemption Amount:	N/A
(h)	Maximum Final Redemption Amount:	N/A
37.	Early Redemption Amount:	<p>a) Recovery Amount; and</p> <p>b) Unwind Costs.</p> <p>“<b>Recovery Amount</b>” means the amount actually received by the Issuer for the sale of the Reference Obligation for the nominal amount equal to the Aggregate Nominal Amount to the highest bidder.</p> <p>“<b>Unwind Costs</b>” means an amount determined by the Calculation Agent equal to the Issuer’s expenses, losses or costs (expressed as a negative number) or gain (expressed as a positive 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 hedges or related trading positions or funding arrangements entered into by it (including with its internal functions and including, without limitation, interest rate swaps specifically in connection with the Notes.</p>
38.	Settlement Currency:	ZAR
39.	The maximum and minimum number of days prior to the Early Redemption Date on which Issuer Redemption Notices and Special Redemption Notices must be given by the Issuer:	10 (ten) calendar days.
40.	Time for receipt of Early Redemption Notice and/or Noteholder’s Notice:	10:00am (Johannesburg time), as stated in the Terms and Conditions
41.	Redemption Notice Time:	10:00am (Johannesburg time), as stated in the Terms and Conditions
42.	Procedures for giving Issuer Redemption Notice if other than as specified in Condition 10.3 ( <i>Redemption Notices</i> ):	N/A
43.	Procedure for giving Special Redemption Notice if other than as	N/A

specified in Condition 10.3 (*Redemption Notices*):

- |     |   |   |
|-----|---|---|
| 44. | Basis for selecting Notes where Daily Maximum Amount is exceeded if other than on a pro rata basis: | N/A   |
| 45. | Additional provisions relating to the redemption of the Notes:                                      | N/A   |
| 46. | <b>Instalment Note Provisions:</b>  | N/A   |
| 47. | <b>Exchangeable Notes Provisions:</b>   | N/A   |
| 48. | <b>Equity Linked Notes, Equity Basket Notes Provisions:</b>   | N/A   |
| 49. | <b>Single Index Notes, Basket of Indices Note Provisions:</b>                                       | N/A   |
| 50. | <b>Currency Linked Notes Provisions:</b>  | N/A   |
| 51. | <b>Credit Linked Notes:</b>   | (A) Applicable<br>(B) The “Credit-linked Annex – Additional Terms and Conditions of Credit Linked Notes”, set out on pages 103 – 159 of the Programme Memorandum (“Credit-Linked Annex”) is disappplied for the purposes of this Applicable Pricing Supplement.<br>(C) The 2014 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association, Inc. (“ISDA”) (the “Credit Derivatives Definitions”) are incorporated by reference herein. Words and expressions defined in the Credit Derivative Definitions will bear the same meaning herein. The term “Confirmation” wherever it appears in the Credit Derivative Definitions shall be deemed to be a reference to “Applicable Pricing Supplement” and “Credit Derivative Transaction” wherever it appears in the Credit Derivative Definitions shall be deemed to be a reference to “Notes”. The Credit Derivative Definitions as published by ISDA as at the date hereof will apply, and any amendments to the Credit Derivative Definitions after the date hereof will be disregarded for purposes of their incorporation herein.<br>(D) This paragraph 51 (utilizing Exhibit A to the Credit Derivatives Definitions) will become binding on the Issuer and the Noteholder as part of the issuance of Credit-Linked Notes to which this Applicable Pricing Supplement applies as if a Credit Derivative Transaction had been concluded between the Issuer and the Noteholder. For purposes of this paragraph 51 and the Credit Derivatives Definitions, the Issuer is the Buyer and the Noteholder is the Seller and the date specified as the Maturity Date in paragraph 28 above shall be the Scheduled Termination Date.<br>(E) Should an Event Determination Date occur, the Maturity Date will be accelerated or extended to the Settlement Date, and the Issuer will pay to the Noteholder an amount in ZAR equal to Aggregate Nominal Amount of the Notes outstanding, less Unwind Costs and less the Cash Settlement Amount, in full and final settlement of its obligations to the Noteholder in terms hereof. |

### **General Terms**

(a) Effective Date:

10 April 2026

- (b) Scheduled Termination Date: Maturity Date
- (c) Floating Rate Payer: Noteholder (each a “Seller”)
- (d) Fixed Rate Payer: Issuer (the “Buyer”)
- (e) Calculation Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division.
- (f) Calculation Agent City: Johannesburg
- (g) Business Day Convention: Modified Following which, subject to Sections 1.14, 1.39, 2.2(k), 3.33(a) and 12.10 of the Credit Derivatives Definitions, shall apply to any date referred to in this Applicable Pricing Supplement that fall on a day that is not a Business Day.
- (h) Reference Entity: Transnet SOC Limited
- (i) Financial Reference Entity Terms: Not applicable
- (j) Subordinated European Insurance Terms: Not Applicable
- (k) Standard Reference Obligation: Not Applicable
- (l) Seniority Level: Senior Level
- (m) Reference Obligation: In respect of the Reference Entity:  
i) any senior unsecured unguaranteed obligations of the Reference Entity as selected by the Issuer.
- (n) All Guarantees: Applicable

***Fixed Payments***

- (o) Fixed Rate Payer: Issuer
- (p) Fixed Rate Payer Payment Date(s): None, unless elsewhere specified in this Applicable Pricing Supplement.
- (q) Fixed Amount: None, unless elsewhere specified in this Applicable Pricing Supplement.

***Floating Payment***

- (r) Floating Rate Payer Calculation Amount: ZAR50,000,000
- (s) Notifying Party: Issuer
- (t) Credit Event Notice: Yes
- (u) Public Source: Bloomberg Service and the South African publications The Star, Business Day.
- (v) Specified Number: Two
- (w) Credit Events: The following Credit Event(s) shall apply to this Note:  
Bankruptcy  
Failure to Pay  
Grace Period Extension: Applicable  
Grace Period: 30 calendar days  
Payment Requirement: USD1,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.  
Obligation Default

Obligation Acceleration

Repudiation/Moratorium

Restructuring

Multiple Holder Obligation:

a) Not Applicable with respect to Obligation Category  
“Bonds”

b) Applicable with respect to Obligation Category  
“Loans”

Default Requirement: USD10,000,000 or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

*Obligations*

(x) Obligation Category:

(Select only one):

	Payment
	Borrowed Money
	Reference Obligation only
	Bond
	Loan
X	Bond or Loan

(y) Obligation Characteristics:

(Select all that apply):

	Not Subordinated
X	Specified Currency: ZAR
	Not Sovereign Lender
	Not Domestic Currency [Domestic Currency means: [●]]
	Not Domestic Law
	Listed
	Not Domestic Issuance

(z) Excluded Obligations:

N/A

**Settlement Terms following a Credit Event:**

(aa) Settlement Method:

Cash Settlement

(bb) Fallback Settlement Method:

N/A

(cc) Reference Price:

100%

(dd) Accrued Interest:

Include Accrued Interest

**Terms relating to Physical Settlement**

N/A

**Terms Relating to Cash Settlement:**

(a) Valuation Date:

Single Valuation Date: 5 (five) Business Days

(b) Valuation Time:

11:00 Johannesburg time

(c) Quotation Amount:

ZAR50,000,000

- (d) Cash Settlement Date: 3 (three) Business Days following the Valuation Date
- (e) Cash Settlement Amount: The greater of zero and the sum of:
- a) the Recovery Amount; and
  - b) Unwind Costs (both as defined in paragraph 37)

52. **Commodity Linked Notes:** N/A

**Provisions relating to settlement**

53. Settlement type: Cash settlement
54. Board Lot: N/A
55. Currency in which cash settlement will be made: ZAR
56. Early Redemption Payment Date: Early Redemption Date
57. Clearing System: Strate
58. Physical Delivery Date: N/A

**Definitions**

59. Definition of Business Day: As defined in Condition 2 (*Interpretation*)
60. Definition of Exchange Business Day: As defined in Condition 2 (*Interpretation*)
61. Definition of Maturity Notice Time: As defined in Condition 2 (*Interpretation*)
62. Definition of Tax Event: As defined in Condition 2 (*Interpretation*)

**General Provisions**

63. Business Day Convention: Modified Following Business Day Convention
64. Relevant Clearing System: Strate
65. Last Day to Register: By 5:00pm on 26 February, 29 May, 29 August and 28 November in each year until the Maturity Date, or if such day is not a Business Day, the Business Day before each Books Closed Period.
66. Books Closed Period[s]: The Register will be closed from 27 February to 28 February, 30 May to 31 May, 30 August to 31 August and 29 November to 30 November (both dates inclusive) in each year until the Maturity Date.
67. Determination Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division
68. Specified Office of the Determination Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196
69. Specified Office of the Issuer: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196
70. Calculation Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division
71. Specified Office of the Calculation Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196
72. Paying Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division
73. Specified Office of the Paying Agent: 1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196
74. Transfer and Settlement Agent: FirstRand Bank Limited, acting through its Rand Merchant Bank division

75.	Specified Office of the Transfer and Settlement Agent:	1 Merchant Place, cnr Rivonia Road and Fredman Drive, Sandton, 2196
76.	Provisions relating to stabilisation:	N/A
77.	Stabilising manager:	N/A
78.	Additional Selling Restrictions:	N/A
79.	ISIN No.:	ZAG000224528
80.	Stock Code:	FRC604
81.	Method of distribution:	Non-syndicated
82.	If syndicated, names of Managers:	N/A
83.	If non-syndicated, name of Dealer:	FirstRand Bank Limited, acting through its Rand Merchant Bank division
84.	Governing law (if the laws of South Africa are not applicable):	N/A
85.	Other Banking Jurisdiction:	N/A
86.	Surrendering of Notes in the case of Notes represented by a Certificate:	N/A
87.	Use of proceeds:	General corporate purposes
88.	Pricing Methodology:	N/A
89.	Ratings:	zaAAA National Scale Long Term rated by S & P Global Ratings.  For the avoidance of doubt, the Notes have not been individually rated
90.	Receipts attached?	No
91.	Coupons attached?	No
92.	Stripping of Receipts and/or Coupons prohibited as provided in Condition 17.4 ( <i>Prohibition on Stripping</i> ):	N/A
93.	Any Conditions additional to, or modified from, those set forth in the Terms and Conditions:	N/A
94.	Total Notes in Issue	ZAR 66,130,459,924.79  The aggregate Nominal Amount of all Notes issued under the Programme as at the Issue Date, together with the aggregate Nominal Amount of this Tranche (when issued), will not exceed the Programme Amount.
95.	Material Change Statement:	The Issuer hereby confirms that as at the date of this Applicable Pricing Supplement, there has been no material change in the financial or trading position of the Issuer and its subsidiaries since the date of the Issuer's latest unaudited interim financial report for the six months ended 31 December 2025. This statement has not been confirmed nor verified by the auditors of the Issuer.
96.	Additional Risk Factors:	The Risk Factors set out in Schedule 2 (Additional Risk Factors Relating to ZARONIA) of this Applicable Pricing Supplement apply to the Tranche of Notes to which this Applicable Pricing Supplement applies. Prospective investors are to ensure that they have read Schedule 2 (Additional Risk Factors Relating to ZARONIA) as well as the detailed information set out in the Programme Memorandum to reach their own views prior to making any investment decision.

**Responsibility:**

The Issuer certifies that to the best of their knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the Programme Memorandum together with this Applicable Pricing Supplement contains all information required by law and the Debt and Specialist Securities Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum and the annual financial statements and/or the Pricing Supplements, and/or the annual report of the Issuer and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The issuance of the Notes contemplated in this Applicable Pricing Supplement will not result in the authorised amount contained in the Programme Memorandum being exceeded.

**Limitation of liability:**

The JSE takes no responsibility for the contents of the Programme Memorandum and the annual financial statements and/or the pricing supplements and/or the annual report of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum and the annual financial statements and/or the pricing supplements and/or the annual report of the Issuer 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 debt securities is not to be taken in any way as an indication of the merits of the Issuer or of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

The Issuer accepts full responsibility for the information contained in this Applicable Pricing Supplement.

Application is hereby made to list this issue of Notes on 17 April 2026.

**SIGNED** at Sandton on this 15<sup>th</sup> day of April 2026.

For and on behalf of  
**FIRSTRAND BANK LIMITED**

For and on behalf of  
**FIRSTRAND BANK LIMITED**

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Name: L Fortuin  
Capacity: Authorised Signatory  
Who warrants his authority hereto

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Name: S Gross  
Capacity: Authorised Signatory  
Who warrants his authority hereto

## SCHEDULE 1

### SCREEN RATE DETERMINATION FOR FLOATING RATE NOTES REFERENCING COMPOUNDED DAILY ZARONIA

1. The Interest Rate payable from time to time in respect of the Notes for each Interest Period will, subject as provided below, be Compounded Daily ZARONIA (as defined below) for the relevant Interest Period plus the Margin (as specified in the Applicable Pricing Supplement), all as determined by the Calculation Agent in accordance with the provisions below, where:

**Compounded Daily ZARONIA** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in ZAR (with daily ZAR overnight reference rate as reference rate for the calculation of interest) as calculated by the Calculation Agent on the relevant Interest Determination Date, in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005% being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{ZARONIA_{i-5 JBD} \times n_i}{D} \right) - 1 \right] \times \frac{365}{d}$$

where:

**d** is the number of calendar days in the relevant Interest Period;

**d<sub>0</sub>** is the number of Johannesburg Business Days in the relevant Interest Period;

**i** is, in relation to any Interest Period, a series of whole numbers from 1 to **d<sub>0</sub>**, each representing the relevant Johannesburg Business Day in chronological order from (and including) the first Johannesburg Business Day in the relevant Interest Period to (and including) the last Johannesburg Business Day in such Interest Period;

**Johannesburg Business Day** or **JBD** means a day (other than a Saturday, a Sunday or an official public holiday) on which commercial banks are open for general business in Johannesburg, South Africa;

**n<sub>i</sub>**, for any Johannesburg Business Day "**i**" in the relevant Interest Period, means the number of calendar days from and including such Johannesburg Business Day "**i**" up to but excluding the following Johannesburg Business Day;

For the avoidance of doubt, the formula for the calculation of Compounded Daily ZARONIA only compounds the ZARONIA Reference Rate in respect of any Johannesburg Business Day. The ZARONIA Reference Rate applied to a day that is not a Johannesburg Business Day will be taken by applying the ZARONIA Reference Rate for the previous Johannesburg Business Day;

**Publication Time** means at or about 10.00 a.m. (Johannesburg time) or any amended publication time for the final intraday refix of ZARONIA specified by the SARB, as the administrator of ZARONIA (or any successor administrator of ZARONIA);

**ZARONIA<sub>i</sub> - 5 JBD** means, in respect of any Johannesburg Business Day "**i**" falling in the relevant Interest Period, the ZARONIA Reference Rate for the Johannesburg Business Day (being a Johannesburg Business Day falling in the relevant ZARONIA Observation Period) falling 5 (five) Johannesburg Business Days prior to the relevant Johannesburg Business Day "**i**";

**SARB** means the South African Reserve Bank;

**SARB's Website** means the website of the SARB currently at <http://www.resbank.co.za>, any successor website of the SARB (or a successor administrator of ZARONIA) or any successor source;

**ZARONIA** means the South African Overnight Index Average administered by the SARB (known as ZARONIA);

**ZARONIA Observation Period** means, in respect of the relevant Interest Period, the period from (and including) the date falling 5 (five) Johannesburg Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on (and include) the Interest Commencement Date) and ending on (but excluding) (a) the date falling 5 (five) Johannesburg Business Days prior to the Interest Payment Date for such Interest Period (and the last Interest Period shall end on (but exclude) the Maturity Date), or (b) the date falling 5 (five) Johannesburg Business Days prior to such earlier date, if any, on which the Notes become due and payable; and

**ZARONIA Reference Rate** means, in respect of any Johannesburg Business Day, a reference rate equal to the daily ZARONIA rate for such Johannesburg Business Day as published by the SARB, as the administrator of ZARONIA (or any successor administrator of ZARONIA), on the SARB's Website, in each case at the Publication Time on the Johannesburg Business Day immediately following such Johannesburg Business Day.

2. If, in respect of any Johannesburg Business Day in the relevant ZARONIA Observation Period, the ZARONIA Reference Rate is not available on the SARB's Website, such ZARONIA Reference Rate shall be:
  - a. the daily ZARONIA rate last published on the SARB's Website for the first preceding Johannesburg Business Day on which the ZARONIA rate was published on the SARB's Website (the ***Previous Day's ZARONIA***); or
  - b. if Previous Day's ZARONIA is not available, the sum of (i) the SARB Policy Rate prevailing at close of business on such Johannesburg Business Day, and (ii) the mean of the spread of the ZARONIA Reference Rate to the SARB Policy Rate over the previous 5 (five) Johannesburg Banking Days on which a ZARONIA Reference Rate has been published (after eliminating the highest such spread (or, in the event of equality, one of the highest) and the lowest such spread (or in the event of equality, one of the lowest)).

For the purposes of this paragraph ***SARB Policy Rate*** means, in respect of any relevant day (including any day "*t*"), the repo rate (or any successor rate) which is the main policy rate of the SARB as determined and set by the monetary policy committee of the SARB and published by the SARB from time to time, in effect on that day.

3. In the event that the Interest Rate cannot be determined in accordance with the foregoing provisions of this Schedule 1, the Interest Rate shall be:
  - a. that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Interest Rate or Minimum Interest Rate is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Interest Rate or Minimum Interest Rate relating to the relevant Interest Period, in place of the Margin or Maximum Interest Rate or Minimum Interest Rate relating to that last preceding Interest Period); or
  - b. if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Interest Rate or Minimum Interest Rate applicable to the first Interest Period).
4. If the relevant Series of Notes become due and payable in accordance with Condition 10 (*Redemption and Purchase*) or Condition 20 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the Applicable Pricing Supplement, be deemed to be the date on which such Notes became due and payable and the Interest Rate on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

## **SCHEDULE 2**

### **ADDITIONAL RISK FACTORS RELATING TO ZARONIA**

#### **Market changes**

The use of ZARONIA in South African capital markets continues to evolve. In particular, the calculation conventions, compounding-in-arrears methodologies and market infrastructure supporting issuance, trading, clearing, settlement and valuation of ZARONIA-linked instruments are still developing. The pace of adoption and any divergence in conventions across instruments and markets may affect the market value and liquidity of ZARONIA-linked Notes.

#### **Ongoing market development**

Market participants and working groups in South Africa continue to refine conventions for ZARONIA, including the development and testing of potential “term” ZARONIA rates that would reflect forward expectations of average ZARONIA over specified tenors. Conventions for compounding, observation periods, lookbacks, lockouts, day-count, business day adjustments, rounding and floors are not fully uniform across the market. The conventions applicable to the Notes may differ from prevailing or subsequently emerging market practice. The Issuer may issue future ZARONIA-linked notes that adopt different conventions from those used for the Notes, which could adversely affect relative value.

#### **Cross-market adoption and basis risk**

Adoption of ZARONIA is proceeding at different speeds across bonds, derivatives, money markets and loans in South Africa. Conventions applied in one market (for example, cleared swaps) may differ from those used in cash products, while any future “term” ZARONIA could be adopted unevenly. These differences can create basis risk between the Notes and hedging or funding instruments, potentially reducing hedge effectiveness and increasing profit and loss volatility.

#### **Limited ZARONIA history and structural differences**

ZARONIA is a backward-looking overnight risk-free rate, whereas JIBAR was a forward-looking term rate embedding interbank credit and liquidity premia. As a result, levels, volatility and behaviour may differ materially. The historical time series for ZARONIA is limited; historical relationships, patterns and correlations—particularly those inferred during early adoption—may not persist. Interest and valuations on Notes may therefore differ from those historically observed under JIBAR-linked instruments.

#### **In-arrears interest determination; cash flow uncertainty and operational risk**

Interest on ZARONIA-linked Notes is typically determined by compounding daily ZARONIA in arrears over each interest period, with calculation completed shortly before the Interest Payment Date. Interest amounts are not known at period start, complicating cash flow forecasting, funding, valuation and hedge management. Investors may need systems and process changes to accommodate compounding-in-arrears, observation shifts or lookbacks, and to manage potential corrections or republications, and some investors may be unwilling to trade such Notes absent such changes, adversely affecting liquidity and pricing.

#### **Administrator discretion; changes, suspension or discontinuation**

The SARB (or its successor), as administrator of ZARONIA, may change the methodology, input data, eligibility criteria, publication timing or other parameters of ZARONIA. The administrator may also suspend or discontinue publication. Such actions could change the level of ZARONIA and the Interest Rate on the Notes. If ZARONIA is unavailable, altered, suspended or discontinued, the fallbacks in the Terms and Conditions will apply. Those fallbacks may result in interest being determined by reference to a rate or methodology that differs from ZARONIA, and any credit spread adjustment may not achieve economic equivalence.