

APPLICABLE PRICING SUPPLEMENT – NGL03G – SUSTAINABILITY TIER 2 NOTES- WRITE OFF



NEDBANK GROUP LIMITED

(incorporated with limited liability under registration number 1966/010630/06 in the Republic of South Africa)

ZAR40,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME

Issue of ZAR2,007,000,000 Subordinated Floating Rate Notes due 8 November 2034

This document constitutes the Applicable Pricing Supplement relating to the issue of the Tranche of Subordinated 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 Group Limited ("**Issuer**") in connection with the Nedbank Group Limited ZAR40,000,000,000 Domestic Medium Term Note Programme ("**Programme**").

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

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. If any provision of the JSE Debt Listings Requirements as at the Issue Date conflicts with any Condition, that provision of the JSE Debt Listings Requirements shall prevail.

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 the Terms and Conditions and the provisions of this Applicable Pricing Supplement, the provisions of this Applicable Pricing Supplement shall prevail.

A. DESCRIPTION OF THE NOTES

1.	Issuer	Nedbank Group Limited
2.	Tranche number	23
3.	Series number	2
4.	Status of the Notes	Subordinated Notes: Tier 2 Notes (see Condition 5.2 (<i>Status of the Tier 2 Notes</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	Floating Rate Notes
8.	Issue Date/First Settlement Date	7 November 2024
9.	Issue Price	100%

10.	Interest	Floating Rate Note Provisions (see Condition 8.2 (<i>Floating Rate Note Provisions</i>))
11.	Redemption/Payment Basis	Redemption at par
12.	Change of interest or redemption payment basis	Not Applicable
13.	Aggregate Principal Amount of this Tranche	ZAR2,007,000,000
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	Modified Following Business Day Convention
19.	Day Count Fraction	Actual/365
B. PROGRAMME AMOUNT		
1.	Programme Amount as at the Issue Date	ZAR40,000,000,000
2.	Aggregate outstanding Principal Amount of all of the Notes (including Existing Notes) in issue under the Programme as at the Issue Date	ZAR25,035,000,000, excluding 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 Reference Rate (see Item C(9)(a) below) plus the Margin (see Item C(11) below), determined by the Calculation/Issuer Agent in accordance with Condition 8.2.6 (<i>Calculation of Interest Amount</i>), for the period from and including the Issue Date to but excluding the Redemption Date.
2.	Interest Commencement Date	7 November 2024
3.	Interest Payment Dates	Quarterly in arrears on 8 February, 8 May, 8 August and 8 November of each year until the Redemption Date or, if any such date is not a Business Day, the date determined in accordance with the Modified Following Business Day Convention (see Item A(18) above).
4.	First Interest Payment Date	8 February 2025
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 (7 November 2024) and end on (but

		exclude) the First Interest Payment Date (8 February 2025) 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 Modified Following Business Day Convention (see Item C(3) 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 4 November 2024.
7.	Manner in which the Floating Interest Rate is to be determined	Screen Rate Determination
8.	If ISDA Determination applicable:	Not Applicable
9.	If Screen Rate Determination applicable:	Applicable
(a)	Reference Rate	3-month JIBAR (being, subject to Condition 8.2.3 (<i>Screen Rate Determination</i>)), the average mid-market yield rate per annum for 3-month deposits in Rand which appears on the Relevant Screen Page as the "SFX 3M YIELD" at or about the Relevant Time on the Rate Determination Date, determined by the Calculation/Issuer Agent in accordance with Condition 8.2.6 (<i>Calculation of Interest Amount</i>). In the event that the 3-month JIBAR Reference Rate described in the paragraph above ceases to apply, the Reference Rate shall be such other rate as is determined by the Calculation/Issuer Agent and notified to the Noteholders in the manner set out in Condition 19 (<i>Notices</i>).
(b)	Relevant Screen Page	Reuters Screen SAFETY page
(c)	Relevant Time	11h00 (South African time)
(d)	Relevant Financial Centre	Johannesburg
(e)	Reference Banks	Absa Bank Limited, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited
10.	If Other Determination applicable:	Not Applicable
11.	Margin	1,68%
12.	Minimum Floating Interest Rate	Not Applicable
13.	Maximum Floating Interest Rate	Not Applicable
14.	Default Rate	Floating Interest Rate specified in Item C(1) above (see Condition 8.5.1 (<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.	REDEMPTION	
1.	Maturity Date	8 November 2034
2.	Final Redemption Amount	The aggregate outstanding Principal Amount of this Tranche (plus accrued interest, if any) to the Maturity Date.

3. Prior approval of the Prudential Authority required for redemption prior to the Maturity Date Yes
4. **Issuer Early Redemption Election:** Applicable (see Condition 9.4 (*Redemption at the election of the Issuer*)), subject to the Issuer complying with the conditions to redemption set out in Condition 9.4.2 (*Subordinated Notes*).
- (a) Redemption in whole Applicable
- Early Redemption Date (Call) 8 November 2029 ("**First Early Redemption Date (Call)**") or any Interest Payment Date falling after the First Early Redemption Date (Call).
 - Early Redemption Amount (Call) The aggregate outstanding Principal Amount of this Tranche plus accrued interest (if any) to the Early Redemption Date (Call).
 - Notice period 30 days
- (a) • Redemption in part Not Applicable
5. **Noteholder Early Redemption Election:** Not Applicable
6. **Early redemption following a Tax Event:** Applicable (see Condition 9.2 (*Redemption for tax reasons*)), subject to the prior written approval of the Prudential Authority.
- (a) Redemption in whole
- Early Redemption Date (Tax) The Interest Payment Date stipulated as the Early Redemption Date (Tax) in the notice of redemption given by the Issuer in terms of Condition 9.2 (*Redemption for tax reasons*).
 - Early Redemption Amount (Tax) The aggregate outstanding Principal Amount of this Tranche plus accrued interest (if any) to the Early Redemption Date (Tax).
7. **Early redemption following a Regulatory Event:** Applicable (see Condition 9.3 (*Redemption for regulatory reasons*)), subject to the prior written approval of the Prudential Authority.
- (a) Redemption in whole
- Early Redemption Date (Regulatory) The Interest Payment Date stipulated as the Early Redemption Date (Regulatory) in the notice of redemption given by the Issuer in terms of Condition 9.3 (*Redemption for regulatory reasons*).
 - Early Redemption Amount (Regulatory) The aggregate outstanding Principal Amount of this Tranche plus accrued interest (if any) to the Early Redemption Date (Regulatory).
8. Independent Investment Bank Not Applicable
9. Other terms applicable on redemption Not Applicable
- E. OCCURENCE OF THE TRIGGER EVENT**
1. **Trigger Event:** Condition 10.5 (*Occurrence of the Trigger Event*) applicable.

2. **Write-Off:** Applicable
- At the occurrence of the Trigger Event (at the Discretion of the Prudential Authority), the Unpaid Amount shall be Written Off and all of the Notes or the Relevant Portion of the Notes, as applicable, shall be cancelled in accordance with the provisions of Condition 10.18 (*Write-Off*).
- (a) Other terms applicable on Write-Off Not Applicable.
3. **Conversion:** Not Applicable.
4. Section 4.17(dd) of the JSE Debt Listings Requirements The Notes will not be “automatically redeemed on the occurrence of a trigger event” as contemplated in Section 4.17(dd) of the JSE Debt Listings Requirements.
- F. BANKS ACT PROVISIONS**
1. Additional Conditions Not Applicable
2. Proceeds of issue As at the Issue Date, the proceeds of the issue of this Tranche rank as Tier 2 Capital.
- G. AGENTS AND SPECIFIED OFFICES**
1. Calculation/Issuer Agent Nedbank Limited
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 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
- H. REGISTER CLOSED**
1. Last Day to Register Up until 17h00 (South African time) on 2 February, 2 May, 2 August and 2 November of each year until the Redemption Date being, in each instance, the last date on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer of Notes represented by Certificates or, if any such date is not a Business Day, the Business Day which immediately precedes such date.
2. Register Closed Period The Register will be closed during the 5 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 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 Dates 3 February, 3 May, 3 August and 3 November of each year until the Redemption Date or, if any such date is not a Business Day, the Business Day which immediately precedes such date.

I. GENERAL

1. Exchange control approval Not Applicable
2. Additional selling restrictions Condition 9.11.1 (Subordinated Notes) shall be replaced in its entirety with the following:
“No proscribed entity referred to in Regulations 38(11)(b)(iv)(E) and 38(12)(a)(iv)(F) of the Regulations Relating to Banks may purchase or acquire or hold any Subordinated Notes.”
3. International Security Identification Number (ISIN) ZAG000210139
4. Stock Code Number NGL03G
5. Financial Exchange JSE Limited (Interest Rate Market of the JSE)
6. Debt Sponsor Nedbank Limited, acting through its Corporate and Investment Banking division
7. Name of Dealer Nedbank Limited, acting through its Corporate and Investment Banking division
8. Stabilisation Manager Not Applicable
9. Method of Distribution Dutch Auction (sealed bid without feedback)
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. Additional Financial Centre Not Applicable
14. Additional Business Centre Not Applicable
15. Other Banking Jurisdiction Not Applicable
16. Rating (if any) assigned to this Tranche as at the Issue Date, Rating Agency/ies and date on which such Rating is expected to be reviewed Not Applicable
17. Rating/s assigned to the Issuer as at the Issue Date, Rating Agency/ies and date/s on which such Rating/s is/are expected to be reviewed Not Applicable
18. Use of proceeds As at the Issue Date, the proceeds of the issue of this Tranche rank as Tier 2 Capital.

The Notes are intended to be issued as Sustainability Bonds and listed on the Sustainability Segment of the JSE.

For purposes of this paragraph 18, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

“Affordable Housing Projects” means projects, with Nedbank retail clients, financed by Nedbank Limited (the Issuer’s wholly owned operating company) to provide financing to female retail customers for affordable housing in line with the eligibility requirements set out in Section 3.2.2 of the Framework. Noteholder recourse will be to Nedbank Group, and not the underlying projects;

“Environmentally Sustainable Management of Living Natural Resources and Land Use Projects” means projects, with Nedbank banking clients, financed by Nedbank Limited (the Issuer’s wholly owned operating company) to activities related to sustainable and climate smart agricultural practices in line with the eligibility requirements set out in Section 3.2.1 of the Framework. Noteholder recourse will be to Nedbank Group, and not the underlying projects;

“Group” means Nedbank Group and its subsidiaries (as described in the Framework);

“Guidelines on External Reviews” means the document entitled *“Guidelines for Green, Social, Sustainability and Sustainability-Linked Bonds External Reviews - June 2022”* published by the International Capital Market Association (**“ICMA”**);

“Independent External Reviewer” means an “independent external reviewer” (as defined in the JSE Debt Listings Requirements) appointed as such with reference to the Guidelines on External Reviews;

“Note Proceeds” means the net proceeds of the issue of this Notes;

“Sustainability Bonds” means any Notes which the proceeds of which are applied to finance a combination of both Green and Social Projects;

“Sustainability Projects” means both green and social eligible assets and financing activities related to **Affordable Housing Projects, Environmentally Sustainable Management of Living Natural Resources and Land Use Projects** and **Sustainable Water and Wastewater Management Projects** as described in paragraph 18 and Section 3.2.1 and Section 3.2.2 of the Framework;

“Sustainable Water and Wastewater Management Projects” means projects, with Nedbank banking clients, financed by Nedbank Limited (the Issuer’s wholly owned operating company) to activities that expand access to safe and affordable drinking water and adequate sanitation facilities and improve water quality or water use efficiency in line with the eligibility requirements set out in Section 3.2.1 of the Framework. Noteholder recourse will be to Nedbank Group, and not the underlying projects;

“Use of Proceeds Bonds” means the ‘green’, ‘social’ and/or

'sustainability' bonds issued for *'use-of-proceeds financing'* pursuant to (and as described in) in the Framework;

Nedbank Sustainable Finance Use of Proceeds Framework

The Nedbank Sustainable Finance Fundraising Framework (the "**Framework**") is aligned to, among other things, the Green Bond Principles. The Framework specifies the categories and eligibility criteria against which assets and/or projects must qualify to enable a tranche of notes to be categorised as Use of Proceeds Bonds.

The Framework sets out, amongst others, the criteria under which the Group can enter into, execute, and where applicable, list Use of Proceeds Bonds (such as the Notes). Use of Proceeds Bonds issued in accordance with the Framework support the Group's lending and financing activities (including refinancing activities) to eligible Green Projects, Social Projects and Sustainability Projects. The Framework is available on Nedbank Group's website:

[https://www.nedbank.co.za/content/dam/nedbank/site-assets/AboutUs/Investor%20Centre/Debt%20Investor/SDG Issuances/Nedbank%20sustainable%20finance%20fundraising%20framework%202023.pdf](https://www.nedbank.co.za/content/dam/nedbank/site-assets/AboutUs/Investor%20Centre/Debt%20Investor/SDG%20Issuances/Nedbank%20sustainable%20finance%20fundraising%20framework%202023.pdf)

Assurance

In connection with the Framework and in compliance with paragraphs 3.15 and 3.16 of the Debt Listings Requirements, the Group appointed an independent second party opinion provider, Standard & Poor's Financial Services LLC ("**S&P**") , to evaluate the Framework and to issue a Second Party Opinion ("**SPO**") confirming that the Framework is aligned to third-party published sustainable finance principles, guidelines, and standards, including the ICMA Principles and Guidelines.

The S&P SPO is available on Nedbank Group's website:

[https://www.nedbank.co.za/content/dam/nedbank/site-assets/AboutUs/Investor%20Centre/Debt%20Investor/SDG Issuances/Nedbank%20Sustainable%20Finance%20Use%20of%20Proceeds%20Fundraising%20Framework%20SPO%202023.pdf](https://www.nedbank.co.za/content/dam/nedbank/site-assets/AboutUs/Investor%20Centre/Debt%20Investor/SDG%20Issuances/Nedbank%20Sustainable%20Finance%20Use%20of%20Proceeds%20Fundraising%20Framework%20SPO%202023.pdf)

Independent External Reviewer

S&P is an Independent External Reviewer for the purposes of the JSE Debt Listings Requirements. The S&P SPO constitutes the report of an Independent External Reviewer on the Framework contemplated in the JSE Debt Listings Requirements.

S&P is a leading independent ESG data, ratings and benchmarks, research, insights and index provider. S&P partners with market participants to develop ratings and benchmarks that are market standard sources for measurement, evaluation and comparison, helping investors make assessments and manage risk and return. S&P provides second party opinions on green, social and sustainability bond, loan and finance frameworks to issuers,

including multinational corporations, financial institutions, and governments. S&P South African offices are based at 30 Jellicoe Avenue, Rosebank, Johannesburg, 2196 with the primary analyst's e-mail address rafael.janequine@spglobal.com.

S&P is, as required by the JSE Debt Listings Requirements, an entity that has sufficient financial and market-specific expertise to perform the independent external review, such expertise is demonstrated by:

- affiliation with relevant and widely recognised industry bodies; and
- significant and appropriate previous experience in providing external reviews on green, social and sustainability instruments,

Use of Proceeds – Sustainability Bonds – Sustainability Projects

The Issuer intends to allocate an amount of funding equivalent to the net proceeds of this Tranche of Notes to notionally finance an eligible portfolio of new and existing assets in line with the project evaluation and selection process described in Nedbank's Use of Proceeds Framework under the following categories appearing under Section 3.2 of the Framework titled "*Use of Proceeds*": Affordable housing, Sustainable water and wastewater management and Environmentally sustainable management of living natural resources and land use.

Management of Proceeds

The Issuer will track the receipt and use of the net proceeds of this Tranche of Notes via its internal reporting systems as more fully set out in Section 3.4 of the Framework, headed "*Management of Proceeds*."

Reporting and external verification

The Issuer will prepare and publish an annual allocation and impact report as more fully described in Section 3.5, headed "*Reporting*" in the Framework.

The annual allocation and impact report will be published on the Nedbank Group's website at:

<https://www.nedbank.co.za/content/nedbank/desktop/gt/en/investor-relations/debt-investor/debt-investors-programme.html>

The Group will request, starting one year after the Issue Date and until the earlier to occur of the Maturity Date or full allocation of the net proceeds, a limited assurance report of the allocation of the Use of Proceeds Bonds to eligible assets as contemplated in Section 4.2. of the Framework, to be provided by an external auditor.

19. Material change

The Issuer confirms that, as at the date of signature of this Applicable Pricing Supplement, no material change in the financial or trading position of the Issuer or any "*subsidiary*" (as defined in the Companies Act) of the Issuer has occurred

since 30 June 2024 (being the end of the last financial period for which unaudited interim financial statements of the Issuer have been prepared). This statement has not been confirmed or verified or reviewed and reported on by the auditors of the Issuer.

- | | | |
|-----|--------------------------------|---|
| 20. | Commercial Paper Regulations | See Annexure "A" to this Applicable Pricing Supplement |
| 21. | Sustainability Use of Proceeds | In addition to paragraph 18 above, see Annexure "B" (Sustainability Use of Proceeds Notes). |
| 22. | Other relevant information | Not Applicable |
| 23. | Additional terms or conditions | Not Applicable |

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

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement, the annual financial statements of the Issuer, the "Nedbank Group Limited Integrated Report" (the "**Integrated 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 Integrated 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 Integrated 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 23 of Series 2 of the Subordinated Notes on the Interest Rate Market of the JSE, as from 7 November 2024, pursuant to the Nedbank Group Limited ZAR40,000,000,000 Domestic Medium Term Note Programme.

NEDBANK GROUP LIMITED


By:  _____

duly authorised

Name of signatory: Mike Davis

Capacity: Chief Financial Officer

Date: 4 November 2024

By:  _____

duly authorised

Name of signatory: Jacqueline Katzin

Capacity: Group Company Secretary

Date: 4 November 2024

**ANNEXURE "A" TO THIS APPLICABLE PRICING SUPPLEMENT- COMMERCIAL PAPER REGULATIONS
DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER
REGULATIONS**

The information required to be disclosed in terms of paragraph 3(5) of the Commercial Paper Regulations is set out in this Annexure "A" (except where such information is disclosed in the Programme Memorandum and/or this Applicable Pricing Supplement):

1. **Issuer and Ultimate Borrower** (*Paragraphs 3(1), 3(2) and 3(5)(a) of the Commercial Paper Regulations*)

The Issuer of the Tranche of Notes described in this Applicable Pricing Supplement ("**relevant Tranche of Notes**") is Nedbank Group Limited (incorporated with limited liability under registration number 1966/010630/06 in South Africa). The proceeds of the issue of the relevant Tranche of Notes will be used by the Issuer to subscribe for Subordinated Notes to be issued by Nedbank Limited (incorporated with limited liability under registration number 1951/000009/06 in South Africa) ("**Nedbank Limited**"). The "*ultimate borrower*" (as defined in the Commercial Paper Regulations) is accordingly Nedbank Limited.

2. **Going concern** (*paragraph 3(5)(b) of the Commercial Paper Regulations*)

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments under the Notes, thereby reflecting the adequacy of the liquidity and solvency of the Issuer.

3. **Auditor** (*paragraph 3(5)(c) of the Commercial Paper Regulations*)

The auditors of the Issuer as at the Issue Date are KPMG Inc. and Ernst & Young Inc. Deloitte & Touche and Ernst & Young Inc. have acted as the auditor of the Issuer's latest audited financial statements.

4. **Total amount of Commercial Paper** (*paragraph 3(5)(d) of the Commercial Paper Regulations*)

(a) The Issuer has, prior to the Issue Date, issued "commercial paper" (as defined in the Commercial Paper Regulations) in an aggregate amount of ZAR25,035,000,000, excluding the relevant Tranche of Notes.

(b) As at Issue Date, and to the best of the Issuer's knowledge and belief, the Issuer estimates that it will not issue any "commercial paper" (as defined in the Commercial Paper Regulations) during the Issuer's current financial year (excluding the relevant Tranche of Notes).

5. **Other information** (*paragraph 3(5)(e) of the Commercial Paper Regulations*)

All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in the relevant Tranche of Notes is contained in the Programme Memorandum and this Applicable Pricing Supplement.

6. **Material adverse change** (*paragraph 3(5)(f) of the Commercial Paper Regulations*)

As at the date of this Applicable Pricing Supplement, there has been no material adverse change in the Issuer's financial position since the date of the Issuer's last audited financial statements.

7. **Listing** (*paragraph 3(5)(g) of the Commercial Paper Regulations*)

The relevant Tranche of Notes will be listed on the Interest Rate Market of the JSE.

8. **Use of proceeds** (*paragraph 3(5)(h) of the Commercial Paper Regulations*)

As at the Issue Date, the proceeds of the issue of the relevant Tranche of Notes rank as Tier 2 Capital.

9. **Security** (*paragraph 3(5)(i) of the Commercial Paper Regulations*)

The relevant Tranche of Notes is unsecured.

10. **Auditors' confirmation** (*paragraph 3(5)(j) of the Commercial Paper Regulations*)

KPMG Inc. and Ernst & Young Inc., being the Issuer's statutory auditors as at the Issue Date, have confirmed in writing that nothing has come to their attention which causes them to believe that the issue of the relevant Tranche of Notes under the Programme, pursuant to the Programme Memorandum (as read with this Applicable Pricing Supplement) does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.

11. **Audited financial statements** (*paragraphs 3(5)(j)(i) and (j)(ii) of the Commercial Paper Regulations*)

Where, in relation to the issue and placing of the relevant Tranche of Notes, the Programme Memorandum and/or this Applicable Pricing Supplement is distributed and/or made available for inspection in South Africa, a copy of the Issuer's latest audited annual financial statements will at all times separately accompany (either by electronic delivery or by physical delivery) the Programme Memorandum and/or this Applicable Pricing Supplement, as required by the Commercial Paper Regulations.

ANNEXURE "B" TO THE APPLICABLE PRICING SUPPLEMENT- SUSTAINABILITY USE OF PROCEEDS NOTES

ADDITIONAL RISK FACTORS

A summary of the additional Risk Factors that apply specifically to the issue of the Notes and/or the Sustainability Projects including Affordable Housing-, Environmentally Sustainable Management- and Sustainable Water and Wastewater Management Projects are set out below. The summary must be read in conjunction with the section of the Programme Memorandum headed "Risk Factors".

Sustainability Projects

The Note Proceeds will be used to finance and/or refinance various Sustainability Projects. The Note Proceeds will be exclusively applied to finance and/or refinance, in part or in full, new and/or existing obligations that are directly or indirectly related to the Sustainability Projects outlined in this document. As far as it is feasible to do so the Note Proceeds will be allocated to Green and Social Projects in equal measure.

There is a risk that, due to factors outside of the control of the Issuer, any one or more of the Sustainability Projects is/are not implemented and/or that, if there is a delay in implementing any one or more of the Sustainability Projects, there will be a commensurate delay in allocating the Note Proceeds (or the relevant portion thereof) to the relevant Sustainability Project/s which could have an impact on the ability to allocate the Note Proceeds in equal measure between Green and Social Projects.

While it is the intention of the Issuer to apply the Note Proceeds to Sustainability Projects in, or substantially in, the manner described in Item I of the Applicable Pricing Supplement, there can be no assurance that the Sustainability Projects or any of them will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that, accordingly, the Notes Proceeds will be totally or partially disbursed for the Sustainability Projects or any of them. Nor can there be any assurance that the Sustainability Projects or any of them will be completed within any specified period or at all or with the results or outcome originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an Event of Default.

Noteholder expectations or requirements

No assurance is given by the Issuer that the use of the Note Proceeds for the Sustainability Projects will satisfy, whether in whole or in part, any present or future Noteholder expectations or requirements as regards any investment criteria or guidelines with which that Noteholder and/or its investments is/are required to comply.

Accuracy of opinions and reports

No assurance or representation is given as to the accuracy, suitability or reliability for any purpose whatsoever of the Second Party Opinion or the Assurance Report or any other post-issuance report relating to the qualification of the Notes as Sustainability Use of Proceeds Debt Securities or Nedbank Use of Proceeds Bonds or 'Green Bonds' or 'Social Bonds' or 'Sustainability Bonds' of the type contemplated in the Green and/or Social and/or Sustainability Bond Principles or any analogous expression. Noteholders and prospective investors must determine for themselves the relevance of the Second Party Opinion or any such Assurance Report or any such other post-issuance report for the purpose of any investment in the Notes.