

NEDBANK LIMITED

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

ZAR30,000,000,000 STRUCTURED NOTE PROGRAMME

issue of ZAR300,000,000 Combined Floating Rate and Fixed Rate Credit Linked Notes due 31 January 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 ZAR30,000,000,000 Structured Note Programme ("**Programme**").

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

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

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

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

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

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

| A. | DESCRIPTION OF THE NOTES | |
|-----|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Issuer | Nedbank Limited |
| 2. | Tranche number | 1 |
| 3. | Series number | NN248 |
| 4 | Status of the Notes | Senior Notes (see Condition 5 (Status)) |
| 5. | Security | Unsecured |
| 6. | Form of the Notes | Registered Notes |
| | | The Notes are issued in registered uncertificated form and will be held in the Central Securities Depository. |
| 7. | Type of Notes | Credit Linked Notes (see Item E (Credit Linked Note Provisions) below) |
| 8. | Issue Date | 08 September 2023 |
| 9. | Issue Price | 100% |
| 10. | Interest | Floating Rate Notes (see Item C (Floating Rate Note Provisions) below) and Fixed Rate Notes (see Item D (Fixed Rate Note Provisions) below) |
| 11. | Redemption/Payment Basis | Credit Linked Redemption (see Item E (Credit Linked Note Provisions) below) |
| 12. | Change of interest or redemption payment basis | Not Applicable |
| 13. | Aggregate Principal Amount of this Tranche | ZAR300,000,000 |

14. Specified Currency ZAR 15. Specified Denomination ZAR1.000.000 (or such other amount as is prescribed from time to time in terms of section (Principal Amount per Note) 96(2)(a) of the Companies Act) ZAR1,000,000 16. Minimum Specified Denomination of each Note 17. Calculation Amount ZAR1,000,000 18. **Business Day Convention** Following Business Day Convention 19. **Day Count Fraction** Actual/365 PROGRAMME AMOUNT B. 1. Programme Amount as at the ZAR30,000,000,000 Issue Date 2. Aggregate outstanding Principal ZAR23,403,934,778 including the Aggregate Principal Amount of this Tranche and any Amount of all of the Notes other Tranches of Notes issued on the Issue Date specified in Item A(8) above. (including Existing Credit Linked Notes) in issue under the Programme as at the Issue Date 3. Issuer confirmation as to The Issuer confirms that the issue of this Tranche will not cause the Issuer to exceed the Programme Amount Programme Amount. C. FLOATING RATE NOTE PROVISIONS Floating Interest Rate The Notes will bear interest at the Floating Interest Rate per annum (nominal annual compounded guarterly) equal to the sum of the Reference Rate (see Item C(8)(a) below) plus the Margin (see Item C(9) below), determined by the Calculation/Issuer Agent in accordance with Condition 7.2.6 (Calculation of Interest Amount), for the period from and including the Issue Date to but excluding the 31 July 2027. 2. Interest Commencement Date Issue Date Quarterly in arrears on 31 January, 30 April, 31 July and 31 October of each year until the 3. Interest Payment Date/s Redemption Date or, if such date is not a Business Day, the date determined in accordance with the Following Business Day Convention (see Item A(18) above). First Interest Payment Date 31 October 2023, if such date is not a Business Day, the date determined in accordance with the Business Day Convention (see Item A(18) above). 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). Rate Determination Date/s 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 Screen Rate Determination

Interest Rate is to be determined

Applicable

8. If Screen Rate Determination

applicable:

(a) Reference Rate 3-month JIBAR (being, subject to Condition 7.2.3 (Screen Rate Determination), the average

mid-market yield rate per annum for 3-month deposits in Rand which appears on the Relevant Screen Page as the "SFX 3M YIELD" at or about the Relevant Time on the Rate Determination Date, determined by the Calculation Agent in accordance with Condition 7.2.6 (*Calculation of*

Interest Amount).

(b) Relevant Screen Page Reuters Screen SAFEY page

(c) Relevant Time 11h00 (South African time)

(d) Relevant Financial Centre Johannesburg

(e) Reference Banks Absa Bank Limited, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South

Africa Limited

9. Margin 2.5%

10. Minimum Floating Interest Rate Not Applicable

Maximum Floating Interest Rate 11%

 Fall back provisions, rounding provisions and any other terms relating to the method of calculating the Floating Interest

Rate

Not Applicable

D. FIXED RATE NOTE PROVISIONS

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

compounded semi-annually) equal to 9.4% for the period from and including the Fixed

Rate Interest Commencement Date to but excluding the Maturity Date.

2. Fixed Rate Interest

Commencement Date

31 July 2027, if such date is not a Business Day, the date determined in accordance with the

Business Day Convention (see Item A(18) above).

3. Interest Payment Dates

Semi-annually in arrears on 31 January and 31 July of each year until the Maturity Date or, if such date is not a Business Day, the date determined in accordance with the Following

Business Day Convention (see Item A(18) above).

4. First Interest Payment Date

31 January 2028, 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 D(2) above) and end on (but exclude) the First Interest Payment Date (see Item D(4) above) and the final Interest Period shall end on (but exclude) 21 June 2026, it being recorded, for the avoidance of doubt, that if any such date is not a Business Day, the date will be determined in accordance with the Following Business Day Convention (see Item

A(18) above).

6. Broken Amount/s

Not Applicable

7. Default Rate

Not Applicable

8. Other terms relating to the method of calculating the

,

Fixed Interest Rate

Applicable, see Item C(6) above

E. CREDIT LINKED NOTE PROVISIONS

1. 2014 ISDA Credit Derivatives

Definitions:

(a) General

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

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

(b) Interpretation

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

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

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

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

(c) Additional amendments to the 2014 ISDA Credit Derivatives Definitions

Not Applicable

2. General:

(a) Reference Entity/ies

REPUBLIC OF SOUTH AFRICA

· Seniority Level:

Senior Level

(b) Reference Obligation/s

The obligation/s identified as follows:

Primary Obligor: Republic of South Africa

Maturity: 31 January 2030

Coupon: 8.00%

ISIN: ZAG000106998

• Standard Reference Obligation

Yes

Non-Standard Reference

No

Obligation
(c) Substitute Reference Obligation

All Guarantees Applicable

n No

No

(d) Substitution Event

Yes

(f) Reference Price

(e)

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

(k) Section 11.1 (Additional Representations and Agreements of the Parties) of the 2014 ISDA Credit Applicable

Derivatives Definitions

3. Fixed and Floating Payments:

Not Applicable

| _ | | |
|----|---------------|---------------|
| 1 | Conditions to | a Sattlamant: |
| 4. | COHUILIONS II | <i>J</i> |

Credit Event Notice Yes (a)

Terms of Credit Event Notice Not Applicable (b) upon the occurrence of a Restructuring Credit Event if different from the applicable provisions of the 2014 ISDA Credit Derivatives Definitions

Notice of Physical Settlement (c) Yes

Notice of Publicly Available (d) No Information Applicable

(e) Public Sources/s:

> International No Standard Public Sources Applicable

South Africa Standard Public Sources Applicable

Additional Public Sources Not Applicable

Specified Number (f) Not Applicable

5. Credit Events:

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

(a) Bankruptcy Yes Yes (b) Failure to Pay

> Yes Grace Period Extension

Applicable

Grace Period 30 Business Days

ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence Payment Requirement

of the relevant Credit Event

Yes (c) **Obligation Default**

> ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence Default Requirement

of the relevant Credit Event

(d) **Obligation Acceleration**

> ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence Default Requirement

of the relevant Credit Event

(e) Repudiation/Moratorium

> ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence **Default Requirement**

of the relevant Credit Event

(f) Restructuring Yes

> Not Applicable Mod R Not Applicable Mod Mod R Not Applicable Multiple Holder Obligation

Applicable

(g) Governmental Intervention Yes

> ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence Default Requirement

of the relevant Credit Event

| (h) | Other | None |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 6. | Obligations: | |
| (a) | Obligation Category: (Note: Select only one) | |
| | Payment | No |
| | Borrowed Money | No |
| | Reference Obligations Only | No |
| | • Bond | Yes |
| | • Loan | No |
| | Bond or Loan | No |
| (b) | Obligation Characteristics: (Note: Select all that apply) | |
| | Not Subordinated | Yes |
| | Specified Currency | Yes |
| | Not Sovereign Lender | No |
| | Not Domestic Currency | No |
| | Not Domestic Law | No |
| | Listed | Yes |
| | Not Domestic Issuance | No |
| (c) | Additional Obligations | Not Applicable |
| (d) | Excluded Obligation/s (Note: See Section 3.6 (Excluded Obligations) of the 2014 ISDA Credit Derivatives Definitions) | 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 (<i>Interpretation of Provisions</i>) of the 2014 ISDA Credit Derivatives Definitions are not applicable | Not Applicable |
| 7. | Settlement Method: | |
| (a) | Auction Settlement | No |
| (b) | Cash Settlement | No |
| (c) | Physical Settlement | Yes |
| 8. | Terms relating to Physical Settlement: | |
| (a) | Physical Settlement Period | 30 Business Days |
| (b) | Deliverable Obligations | Exclude Accrued Interest |

| (c) | Deliverable Obligation (Note: Select only of | | |
|-----|-------------------------------------------------------------------------|-----------------------------|----------------|
| | Payment | | No |
| | Borrowed Mone | y | No |
| | Reference Oblig | gations Only | No |
| | • Bond | | Yes |
| | • Loan | | No |
| | Bond or Loan | | No |
| (d) | Deliverable Characteristics (Not that apply) | Obligation e: Select all | |
| | Not Subordinate | ed | Yes |
| | Specified Curre | ncy | Yes |
| | Not Sovereign I | _ender | No |
| | Not Domestic C | urrency | No |
| | Not Domestic L | aw | No |
| | Listed | | Yes |
| | Not Contingent | | No |
| | Not Domestic Is | suance | No |
| | Assignable Loa | n | No |
| | Consent Requir | ed Loan | No |
| | Direct Loan Par | ticipation | No |
| | • Transferable | | No |
| | Maximum Matu | rity | No |
| | Accelerated or I | Matured | No |
| | Not Bearer | | No |
| (e) | additional Obligations | Deliverable | Not Applicable |
| (f) | Excluded Obligation/s | Deliverable | None |
| (g) | Mod R (Note: See S (Mod R) of the 2014 Derivatives Definition | ISDA Credit | No |
| (h) | Mod Mod R (Note: 3.32 (Mod Mod R) ISDA Credit Definitions) | | No |
| (i) | Qualifying Participation Seller Nor | | None |
| (j) | Maximum Maturity | | Not Applicable |
| (k) | Section 11.2 Representations Agreements for Settlement) of the | | Not Applicable |

Credit Derivatives Definitions

(I) Additional terms applicable to **Physical Settlement**

For each Deliverable Obligation, the Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, will be reduced by the Unwind Costs as determined by the Calculation/Issuer Agent.

9. Partial Cash Settlement:

- (a) Partial Cash Settlement Terms
 - Partial Cash Settlement of Consent Required Loans Applicable

Yes

Partial Cash Settlement of Assignable Loans Applicable

Yes

Partial Cash Settlement of Participations Applicable

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)

Additional terms applicable to (d) Partial Cash Settlement

For each Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation, the Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, of each Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation will be reduced by the Unwind Costs as determined by the Calculation/Issuer Agent.

10. Notifying Party The Issuer

11. Term

12.

The period commencing on and including the Issue Date and ending on and including the Redemption Date.

Other special terms

conditions

Not Applicable

REDEMPTION F.

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.

Maturity Date 31 January 2030 2.

3. Final Redemption Amount: The aggregate Outstanding Principal Amount of this Tranche plus accrued interest (if any) to the Maturity Date

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

No

5. Issuer Early Redemption Election:

6. Noteholder Early Redemption Election:

Not Applicable

Not Applicable

7. Specified Early Redemption Event:

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

Tax Event Applicable

Change in Law Applicable

Hedging Disruption Event Applicable

Increased Cost of Hedging Event Applicable

8. Redemption following a Specified Early Redemption Event: Applicable (see Item F(7) above)

(a) Redemption in whole

Applicable

 Early Redemption Date (Specified Early Redemption Event)

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

(b) Redemption in part

Applicable

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

9. Early Redemption Amount:

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

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

10. Fair Value and Unwind Costs:

Applicable

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

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

11. Redemption of Credit Linked Notes following a Credit Event: Applicable (see Item E (Credit Linked Note Provisions) above

12. Other terms applicable on redemption

Not Applicable

G. AGENTS AND SPECIFIED OFFICES

| 1. | Calculation Agent | Nedbank Limited |
|----|-------------------------------------------|-------------------------------------------------------------------------------------------------|
| 2. | Specified Office of the Calculation Agent | 135 Rivonia Campus, Sixth Floor Block F, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa |
| 3. | Paying Agent | Nedbank Investor Services, a division of Nedbank Limited |
| 4. | Specified Office of the Paying Agent | 135 Rivonia Campus, Sixth Floor Block F, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa |
| 5. | Transfer Agent | Nedbank Limited |

| 6. | Specified Office of the Transfer Agent | Lakeview Campus, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709, South Africa |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. | Issuer's Participant/Settlement Agent | Nedbank Investor Services, a division of Nedbank Limited |
| 8. | Specified Office of the Issuer's Participant/Settlement Agent | Lakeview Campus, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709, South Africa |
| Н. | REGISTER CLOSED | |
| 1. | Last Day to Register | Up until 17h00 (South African time) on 20 January, 19 April, 20 July and 20 October of each year From Issue Date up until 31 July 2027 and Up until 17h00 (South African time) on 20 January and 20 July of each year From 31 July 2027 up until Redemption date, being, in each instance, the last date on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer of Notes represented by Certificates or, if any such date is not a Business Day, the Business Day before each Register Closed Period. |
| 2. | Register Closed Period | The Register will be closed during the 10 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 | 21 January, 20 April, 21 July and 21 October of each year until 31 July 2027 and 21 January and 21 July of each year until the Redemption Date. |
| I. | GENERAL | |
| 1. | Exchange control approval | Not Applicable |
| 2. | Additional selling restrictions | Not Applicable |
| 3. | International Securities Numbering (ISIN) | ZAG000199233 |
| 4. | Stock Code Number | NN248 |
| 5. | Financial Exchange | JSE Limited (Interest Rate Market of the JSE) |
| 6. | Debt Sponsor | Nedbank Limited |
| 7. | Name of Dealer | Nedbank Limited |
| 8. | Stabilisation Manager | Not Applicable |
| 9. | Method of Distribution | Private Placement |
| 10. | Bookbuild and Allocation Policy | Not Applicable |
| 11. | Pricing Methodology | Not Applicable |
| 12. | Governing law | The Notes and the Applicable Terms and Conditions are governed by, and shall be construed in accordance with, the laws of South Africa. |
| 13. | Business Centre | Johannesburg |
| 13. | Additional Financial Centre | Not Applicable |
| 14. | Additional Business Centre | Not Applicable |
| 15. | Other Banking Jurisdiction | Not Applicable |
| 16. | Rating (if any) assigned to this Tranche as at the Issue Date, Rating Agency/ies and date on which such Rating is expected to be reviewed | Not Applicable |

17. Rating assigned to the Issuer as at the Issue Date, Rating Agency/ies and date on which such Rating is expected to be reviewed

As at the Issue Date, the Issuer has a domestic long-term credit rating of (i) Aa1.za from Moody's Investors Service South Africa Proprietary Limited last reviewed in October 2022 (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 March 2023 (and expected to be reviewed from time to time).

18. Use of proceeds The Issuer will use the net proceeds from the issue of this Tranche for its general corporate purposes

19. Material Change The Issuer confirms that, as at the date of signature of this Applicable Pricing Supplement no material change in the financial or trading condition of the Issuer or any "subsidiary" (as defined in the Companies Act) of the Issuer has occurred since 30 June 2023 (being the end of the last financial period for which unaudited interim financial statements of the Issuer have been published). This statement has not been confirmed or verified or reviewed and reported on by the auditors of the Issuer.

20. Other relevant information Not Applicable

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

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

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

Application is hereby made to list Tranche 1 of Series NN248 of the Notes on the Interest Rate Market of the JSE, as from Issue Date, pursuant to the Nedbank Limited ZAR30,000,000,000 Structured Note Programme.

NEDBANK LIMITED

duly authorised

Nimalin Moodley Name of signatory:

6 September 2023 Date:

By: duly authorised

Guy Strahlendorf Name of signatory:

Date: 6 September 2023