APPLICABLE PRICING SUPPLEMENT NUMBER NN374



NEDBANK LIMITED

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

ZAR60,000,000,000 STRUCTURED NOTE PROGRAMME

issue of ZAR500,000,000 Credit Linked Notes due June 2039

This document constitutes the Applicable Pricing Supplement relating to the issue of the Tranche of Notes described herein ("**Notes**" and "this **Tranche**").

This Applicable Pricing Supplement must be read in conjunction with the Amended and Updated Programme Memorandum, dated 8 February 2019, as amended and/or supplemented from time to time ("**Programme Memorandum**"), prepared by Nedbank Limited ("**Issuer**") in connection with the Nedbank Limited ZAR60,000,000,000 Structured Note Programme ("**Programme**").

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

The Programme Amount was duly increased from ZAR30,000,000,000 to ZAR60,000,000,000 on 13 March 2024.

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

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

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

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

A.	DESCRIPTION OF THE NOTES				
1.	Issuer	Nedbank Limited			
2.	Tranche number	01			
3.	Series number	NN374			
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 C (Credit Linked Note Provisions) below)			
8.	Issue Date	03 January 2025			
9.	Issue Price	100%			
10.	Interest	Credit Linked Note Provisions (see Item C (Credit Linked Note Provisions) below)			
11.	Redemption/Payment Basis	Credit Linked Redemption (see Item C (Credit Linked Note Provisions) below)			
12.	Change of interest or redemption payment basis	Not Applicable			
13.	Aggregate Principal Amount of	ZAR500,000,000			

this Tranche

14. Specified Currency ZAR

 Specified Denomination (Principal Amount per Note) ZAR1,000,000 (or such other amount as is prescribed from time to time in terms of section 96(2)(a) of the Companies Act)

Minimum Specified
 Denomination of each Note

ZAR1,000,000

17. Calculation Amount

ZAR1,000,000

18. Business Day Convention

Following Business Day Convention

19. Day Count Fraction

1.

Actual/365

B. PROGRAMME AMOUNT

Programme Amount as at the Issue Date ZAR60,000,000,000

 Aggregate outstanding Principal Amount of all of the Notes (including Existing Credit Linked Notes) in issue under the Programme as at the Issue

ZAR32,941,624,279, including the Aggregate Principal Amount of this Tranche and any other Tranches of Notes issued on the Issue Date specified in Item A(8) above.

3. Issuer confirmation as to Programme Amount

Date

The Issuer confirms that the issue of this Tranche will not cause the Issuer to exceed the Programme Amount.

C. 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 C below, incorporated by reference into, and form part of, this Item C and the Applicable Terms and Conditions of this Tranche.

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

(b) Interpretation

Capitalised terms not defined in this Item C 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; and
- 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 City of Cape Town Metropolitan Municipality

Seniority Level: Senior Level

(b) Reference Obligation/s The loan made by the Issuer to the Reference Entity and documented under the

ZAR3,500,000,000, Term Credit Facility Agreement, loan number CITY OF CAPE TOWN_R3.5BN_062024 concluded between the Issuer and the Reference Entity on 18

June 2024

(c) All Guarantees Applicable Not Applicable

(d) Section 11.1 (Additional Representations and Agreements of the Parties) of the 2014 ISDA Credit Derivatives Definitions

Not Applicable

3. Interest, Repayments and Other amounts:

The Issuer shall deduct, for its own account, 10 (ten) basis points from any interest amount it receives from the Reference Entity under the Reference Obligation before it passes such amount to any Noteholder of this Tranche of Notes. If any interest amount received by the Issuer is less than that anticipated in terms of the Reference Obligation, the Issuer's 10 (ten) basis points shall accordingly be reduced on a pro rata basis as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

(a) Interest Commencement Date Issue Date

(b) Interest, Repayment and Other amount Payment Dates

Two (2) Business Days following the actual receipt by the Issuer anticipated to be 21st June and 21st December each year till Maturity.

(c) Interest Amount, Repayment and Other amount

The amount (together with applicable margin (if any)) determined and calculated by the Calculation Agent based on the interest, repayment or other amounts received by the Issuer from Reference Entity under the Reference Obligation, paid in accordance with the relevant interest rate, repayment or other provisions of the Reference Obligation.

The Issuer shall have no obligation to make interest, repayment or other amount payments to the Noteholders unless and until the corresponding amount (as determined by the Calculation Agent in its sole discretion) under the Reference Obligation has been received by the Issuer. The same applies to any other payments due or made by the Reference Entity in respect of the Reference Obligation.

As at the Issue Date, the margin in terms of the Reference Obligation is 1.75%. The margin in terms of the Reference Obligation shall become 1.95% if the interest rate is fixed in accordance with the terms of the Reference Obligation. Therefore, after the 10 (ten) basis points deduction described above, the Noteholder shall be entitled to a margin of 1.65%. If the interest rate in terms of the Reference Obligation is fixed, the Noteholder shall be entitled to a margin of 1.85%, subject to the Issuer receiving such.

Until such time as the interest rate is fixed in accordance with the terms of the Reference Obligation, the floating rate of interest thereunder shall be determined with reference to 6 month JIBAR (or such other rate as determined in accordance with the Reference Obligation).

In the event of any inconsistency or ambiguity between this Applicable Pricing Supplement and the Reference Obligation, the Reference Obligation shall prevail.

(d) First Interest Payment Date

The First Interest Payment Date and first Interest Amount under the Notes will be determined by the Calculation Agent in its sole discretion by pro-rating the relevant interest period of the Reference Obligation by the period from the Issue Date up to, but excluding, the date on which the Issuer receives the corresponding interest payment under the Reference Obligation.

(e) Interest Amount Adjustment

If any interest amount paid in respect of the Reference Obligation is required by law, regulation or otherwise, to be repaid or returned to the Reference Entity (or any other person), or if the Issuer pays an Interest Amount in respect of the Notes but fails to receive the corresponding amount of interest due in respect of the Reference Obligation in whole or in part. The amount of such shortfall (the "Reference Obligation Interest Payment Shortfall") shall be deducted (pro rata) from the Interest Amounts on due the Notes in an

amount equal to the Reference Obligation Interest Payment Shortfall on each following Interest Payment date until the Reference Obligation Interest Payment Shortfall has been met. If the remaining Interest Amounts on the Notes are not sufficient to cover the Reference Obligation Interest Payment Shortfall on the Redemption Date of the Notes, such shortfall will be deducted from the Redemption Amount of the Notes.

4. Conditions to Settlement:

Credit Event Notice Yes (a)

Terms of Credit Event Notice (b) upon the occurrence of a Restructuring Credit Event if different from the applicable provisions of the 2014 ISDA Credit Derivatives Definitions

Not Applicable

(c) Notice of Physical Settlement

(d) Notice of Publicly Available Information Applicable

Yes (Note: Notice of Publicly Available Information Applicable should only be applicable if the Reference Obligation default will be made public.)

Public Sources/s: (e)

> Standard International Public Sources Applicable

Nο

No

Yes

South Standard Africa Public Sources Applicable

Yes

(f) Specified Number Two

5. Credit Events:

(b)

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

(a) Bankruptcy

Failure to Pay

Yes Yes

Grace Period Extension Applicable

Yes

As per Reference Obligation **Grace Period**

ZAR50,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence Payment Requirement

of the relevant Credit Event

(c) **Obligation Default**

(d) **Obligation Acceleration** Yes. ZAR50,000,000 or its equivalent in the relevant Obligation Currency as at the

occurrence of the relevant Credit Event

Repudiation/Moratorium Yes. ZAR50,000,000 or its equivalent in the relevant Obligation Currency as at the (e)

occurrence of the relevant Credit Event

(f) Restructuring Yes

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

Applicable

Applicable

Governmental Intervention (g) Yes

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

of the relevant Credit Event

Other Not Applicable (h)

6.	Obligations:
(a)	Obligation Category:

Reference Obligations Only Yes

(b) **Obligation Characteristics** Not Applicable Additional Obligations (c) Not Applicable

(d) Excluded Obligation/s Applicable. All Obligations except the Reference Obligation.

(e) Specified Currency ZAR ZAR (f) **Domestic Currency** Section 3.15 (Interpretation of Yes (g) Provisions) of the 2014 ISDA

Credit Derivatives Definitions applicable

(h) Specify if any provisions of Section 3.15 (Interpretation of Provisions) of the 2014 ISDA Credit Derivatives Definitions are not applicable

Not Applicable

7. Settlement Method:

Auction Settlement No (a) (b) Cash Settlement No (c) **Physical Settlement** Yes (d) Fallback Settlement Method No

8. Terms relating to Physical Settlement:

Physical Settlement Period 5 Business Days (a)

Include Accrued Interest (b) **Deliverable Obligations**

Yes (c) Reference Obligations Only

(d) Additional terms applicable to

Physical Settlement

Not Applicable

9. Notifying Party The Issuer

Other terms special

conditions

Not Applicable

D. **REDEMPTION**

10.

1. Maturity Date The earlier to occur of the date occurring two (2) Business Days after (as determined by the Calculation Agent in its sole discretion),

(i) maturity date of the Reference Obligation, anticipated to be 21 June 2039; and

(ii) the repayment or prepayment in full in under the Reference Obligation.

2.

The Aggregate Outstanding Principal Amount of this Tranche, or such other amount determined by the Calculation Agent in its sole discretion, provided that the Issuer as holder of the Reference Obligation actually receives the corresponding payment under the

Reference Obligation from the Reference Entity.

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

Final Redemption Amount:

No

4. Issuer Early Redemption

Election:

Applicable only in circumstances where the Reference Obligation is redeemed early in accordance with its terms prior to the Maturity Date of this Tranche and where such

redemption does not constitute a Credit Event.

Noteholder Early Redemption 5.

Election:

Not Applicable

6. Specified Early Redemption

Event:

Applicable

Tax Event Applicable

Change in Law Applicable

7. Redemption followina Specified Early Redemption

Event:

Applicable (see Item D(6) above)

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).

8. Early Redemption Amount: An amount determined by the Calculation Agent which shall not be less than zero being the sum of the:

i) Recovery Amount; and

ii) **Unwind Costs**

9. Recovery Amount and **Unwind Costs:**

Applicable

"Recovery Amount" means, in relation to this Tranche of Notes, the amount determined by the Calculation Agent as having been received by the Issuer from the sale of the Reference Obligation with the nominal amount equal to the Aggregate Principal Amount of this Tranche applicable at the time of the Specified Early Redemption Event to the highest bidder (for the avoidance of doubt, the Noteholder shall be given the opportunity to bid).

"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.

10. Redemption of Credit Linked Notes following a Credit Event:

Applicable (see Item C (Credit Linked Note Provisions) above

11. Other terms applicable on Not Applicable

redemption

E.

5.

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 135 Rivonia Campus, Sixth Floor Block F, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa

Agent

Nedbank Limited

6. Specified Office of the Transfer

Transfer Agent

Lakeview Campus, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709, South Africa

Agent

7.	Issuer's Participant/Settlement Agent	Nedbank Investor Services, a division of Nedbank Limited				
8.	Nedbank Investor Services, a Lakeview Campus, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709, S division of Nedbank Limited Africa					
F.	REGISTER CLOSED					
1.	Last Day to Register	Up until 17h00 (South African time) on 10 June and 10 December of each year until t Redemption Date being, in each instance, the last date on which the Transfer Agent v accept Transfer Forms and record in the Register the transfer of Notes represented Certificates.				
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	11 June and 11 December of each year until the Redemption Date.				
G.	GENERAL					
1.	Exchange control approval	Not Applicable				
2.	Additional selling restrictions	Not Applicable				
3.	International Securities Numbering (ISIN)	ZAG000211707				
4.	Stock Code Number	NN374				
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				
14.	Additional Financial Centre	Not Applicable				
15.	Additional Business Centre	Not Applicable				
16.	Other Banking Jurisdiction	Not Applicable				
17.	Rating (if any) assigned to this Tranche as at the Issue Date, Rating Agency/ies and date on which such Rating is expected to be reviewed	Not Applicable				
18.	Rating assigned to the Issuer as at the Issue Date, Rating Agency/ies and date on which such Rating is expected to be reviewed	As at the Issue Date, the Issuer has a domestic long-term credit rating of (i) Aaa.za from Moody's Investors Service South Africa Proprietary Limited last reviewed in May 2024 (and expected to be reviewed from time to time) and (ii) zaAA from the South African branch of Standard and Poor's Credit Market Services Europe Ltd last reviewed in September 2024 (and expected to be reviewed from time to time)				
19.	Use of proceeds	The Issuer will use the net proceeds from the issue of this Tranche for its general corporate				

purposes

20. Material change

The Issuer confirms that, as at the date of signature of this Applicable Pricing Supplement no material change in the financial or trading condition of the Issuer or any "subsidiary" (as defined in the Companies Act) of the Issuer has occurred since 30 June 2024 (being the end of the last financial period for which unaudited interim financial statements of the Issuer have been published). This statement has not been confirmed or verified or reviewed and reported on by the auditors of the Issuer.

21. Other provisions

- a. The Issuer, as holder of the Reference Obligation, will only pay any Interest Amount, Principal Amount, Redemption Amount (or any other amount) in respect of the Notes if it receives the equivalent payments (howsoever described) under the Reference Obligation.
- b. The Issuer will hold the Reference Obligation during the period that the Notes remain outstanding to hedge its obligations in respect of the Notes (as such, a Hedging Transaction) and will only dispose of its interest in such Reference Obligation if such disposal arises in connection with a redemption of the Notes in accordance with their terms (including any early redemption, howsoever described) and will not encumber the Reference Obligation in any way.

C.

- (i) Prior to the occurrence of a Credit Event or Early Redemption Event, the Issuer shall not transfer or assign any rights or obligations in the Reference Obligation and the Noteholder will have no proprietary interest in the Reference Obligation.
- (ii) The Issuer shall be entitled to act or exercise any voting rights under the Reference Obligation in its sole discretion provided that it shall exercise the same degree of care in that regard as it would if it had not issued this Tranche of Notes.

d. Pass-through of all Reference Obligation Benefits:

Subject to the provisions of Item C 3., all payments received under the Reference Obligation by the Issuer as holder of the Reference Obligation, (including, without limitation, interest payments, fees, prepayment penalties or swap break costs) shall be paid by the Issuer to the Noteholder without material delay.

If this Tranche of Notes is listed:

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 NN374 of the Notes on the Interest Rate Market of the JSE, as from Issue Date, pursuant to the Nedbank Limited ZAR60,000,000,000 Structured Note Programme.

If this Tranche of Notes is not listed:

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.

NEDBANK LIMITED

duly authorised

Name of signatory: Sinethemba Mnguni

Date: 30 December 2024

duly authorised

Name of signatory: Guy Strahlendorf

Date: 31 December 2024

Note: In the event of any inconsistency or ambiguity between this Annex A and the Reference Obligation, the Reference Obligation shall prevail.

Note: Interest, Repayment and Other amount Payment Dates - Two (2) Business Days following the actual receipt by the Issuer of the corresponding payment paid by the Reference Entity in terms of the Reference Obligation.



Schedule 5
Indicative Repayment Schedule

Business Days	Day	No of Days	Drawdown	Capital	Capital Outstanding
21-Jun-24	Fri	-	-1 000 000 000		1 000 000 000
21-Aug-24	Wed	61	-1 000 000 000	9	2 000 000 000
23-Dec-24	Mon	124	-1500000000	66 666 667	3 433 333 333
23-Jun-25	Mon	182		118 390 805	3 314 942 529
22-Dec-25	Mon	182		118 390 805	3 196 551 724
22-Jun-26	Моп	182		118 390 805	3 078 160 920
21-Dec-26	Mon	182	51	118 390 805	2 959 770 115
21-Jun-27	Mon	182		118 390 805	2 841 379 310
21-Dec-27	Tue	183		118 390 805	2 722 988 506
21-Jun-28	Wed	183	28	118 390 805	2 604 597 701
21-Dec-28	Thu	183	86	118 390 805	2 486 206 897
21-Jun-29	Thu	182		118 390 805	2 367 816 092
21-Dec-29	Fri	183	6.	118 390 805	2 249 425 287
21-Jun-30	Fri	182		118 390 805	2 131 034 483
23-Dec-30	Mon	185	20	118 390 805	2 012 643 678
23-Jun-31	Mon	182		118 390 805	1 894 252 874
22-Dec-31	Mon	182		118 390 805	1 775 862 069
21-Jun-32	Mon	182	38	118 390 805	1 657 471 264
21-Dec-32	Tue	183	26	118 390 805	1 539 080 460
21-Jun-33	Tue	182		118 390 805	1 420 689 655
21-Dec-33	Wed	183		118 390 805	1 302 298 851
21-Jun-34	Wed	182		118 390 805	1 183 908 046
21-Dec-34	Thu	183	24	118 390 805	1 065 517 241
21-Jun-35	Thu	182	32	118 390 805	947 126 437
21-Dec-35	Fri	183		118 390 805	828 735 632
23-Jun-36	Mon	185	61	118 390 805	710 344 828
22-Dec-36	Mon	182	Ĭ	118 390 805	591 954 023
22-Jun-37	Mon	182	S.E.	118 390 805	473 563 218
21-Dec-37	Mon	182	32	118 390 805	355 172 414
21-Jun-38	Mon	182		118 390 805	236 781 609
21-Dec-38	Tue	183	1	118 390 805	118 390 805
21-Jun-39	Tue	182		118 390 805	- 0

3 500 000 000