



**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 ZAR42,000,000.00 Credit Linked Notes due December 2029**

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	01
3.	Series number	NNF109
4.	Status of the Notes	Senior Notes (see Condition 5 ( <i>Status</i> ))
5.	Security	Unsecured
6.	Form of the Notes	Registered Notes The Notes are issued in registered uncertificated form and will be held in the Central Securities Depository.
7.	Type of Notes	Credit Linked Notes (see <i>Item D (Credit Linked Note Provisions) below</i> )
8.	Issue Date	10 October 2023
9.	Issue Price	100%
10.	Interest	Fixed Rate Note Provisions (see <i>Condition 7.1 (Fixed Rate Note Provisions) and the (Fixed Rate Note Provisions) below</i> )
11.	Redemption/Payment Basis	Credit Linked Redemption (see <i>Item D (Credit Linked Note Provisions) below</i> )
12.	Change of interest or redemption payment basis	Not Applicable
13.	Aggregate Principal Amount of this Tranche	ZAR42,000,000.00

14.	Specified Currency	ZAR
15.	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)
16.	Minimum Specified Denomination of each Note	ZAR1,000,000
17.	Calculation Amount	ZAR1,000,000
18.	Business Day Convention	Following Business Day Convention
19.	Day Count Fraction	Actual/365

#### **B. PROGRAMME AMOUNT**

1.	Programme Amount as at the Issue Date	ZAR30,000,000,000
2.	Aggregate outstanding Principal Amount of all of the Notes (including Existing Credit Linked Notes) in issue under the Programme as at the Issue Date	ZAR26,058,407,455.00, including the Aggregate Principal Amount of this Tranche and any other Tranches of Notes issued on the Issue Date specified in Item A(8) above.
3.	Issuer confirmation as to Programme Amount	The Issuer confirms that the issue of this Tranche will not cause the Issuer to exceed the Programme Amount.

#### **C. 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 13% for the period from and including the Interest Commencement Date to but excluding the Redemption Date
2.	Interest Commencement Date (in relation to the Fixed Rate Note)	Issue Date
3.	Interest Payment Dates	Semi-annually in arrears on 20 June and 20 December and of each year until the 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).
4.	First Interest Payment Date	20 December 2023, if such date is not a Business Day, the date determined in accordance with the Following Business Day Convention (see Item A(18) above).
5.	Interest Periods	Each successive period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period shall commence on (and include) the Interest Commencement Date (see Item C(2) above) and end on (but exclude) the First Interest Payment Date (see Item C4 above) and the final Interest Period shall end on (but exclude) the Redemption Date, it being recorded, for the avoidance of doubt, that if any such date is not a Business Day, the date will be determined in accordance with the 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	Not Applicable

#### **D. CREDIT LINKED NOTE PROVISIONS**

1. **2014 ISDA Credit Derivatives Definitions:**

(a)	General	<p>The 2014 ISDA Credit Derivatives Definitions as at the Issue Date, as published by the International Swaps and Derivatives Association Inc. ("<b>2014 ISDA Credit Derivatives Definitions</b>") are, to the extent specified in this Item D below, incorporated by reference into, and form part of, this Item D and the Applicable Terms and Conditions of this Tranche.</p> <p>To the extent that there is any conflict or inconsistency between the provisions of this Item D and the 2014 ISDA Credit Derivatives Definitions, the provisions of this Item C shall prevail.</p>
(b)	Interpretation	<p>Capitalised terms not defined in this Item D shall have the meanings ascribed to them in the 2014 ISDA Credit Derivatives Definitions.</p> <p>Notwithstanding anything to the contrary contained in the 2014 ISDA Credit Derivatives Definitions:</p> <p>a) all references to "Credit Derivative Transaction" in the 2014 ISDA Credit Derivatives Definitions shall be construed as references to this Tranche;</p> <p>b) all references to "Confirmation" in the 2014 ISDA Credit Derivatives Definitions shall be construed as references to this Applicable Pricing Supplement.</p>
(c)	Additional amendments to the 2014 ISDA Credit Derivatives Definitions	Not Applicable
<b>2. General:</b>		
(a)	Reference Entity/ies	Republic of South Africa
	<ul style="list-style-type: none"> <li>• Financial Reference Entity Terms: Not Applicable</li> <li>• Subordinated European Insurance Terms: Not Applicable</li> <li>• Seniority Level: Senior Level</li> </ul>	
(b)	Reference Obligation/s	<p>The obligation/s identified as follows:</p> <p>Primary Obligor: Republic of South Africa</p> <p>Maturity: 22 June 2030</p> <p>Coupon: 5.875%</p> <p>ISIN: US836205AY000</p>
(c)	Substitute Reference Obligation	No
(d)	Substitution Event	No
(e)	All Guarantees Applicable	Yes
(f)	Reference Price	100%
(k)	Section 11.1 ( <i>Additional Representations and Agreements of the Parties</i> ) of the 2014 ISDA Credit Derivatives Definitions	Applicable
<b>3. Fixed and Floating Payments:</b>		
<b>4. Conditions to Settlement:</b>		
(a)	Credit Event Notice	Yes
(b)	Terms of Credit Event Notice upon the occurrence of a Restructuring Credit Event if	Not Applicable

different from the applicable provisions of the 2014 ISDA Credit Derivatives Definitions

- |     |   |     |
|-----|---|-----|
| (c) | Notice of Physical Settlement                       | No  |
| (d) | Notice of Publicly Available Information Applicable | Yes |
| (e) | Public Sources/s:                                   |     |
|     | • Standard International Public Sources Applicable  | No  |
|     | • Standard South Africa Public Sources Applicable   | No  |
|     | • Additional Public Sources                         | No  |
| (f) | Specified Number                                    | 2   |

**5. Credit Events:**

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

- |     |   |   |
|-----|---|---|
| (a) | Bankruptcy                              | Yes   |
| (b) | Failure to Pay                          | Yes   |
|     | • Grace Period Extension Applicable     | Yes   |
|     | • Grace Period                          | 30 Calendar Days  |
|     | • Payment Requirement                   | ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event |
| (c) | Obligation Default                      | Yes   |
|     | • Default Requirement                   | ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event |
| (d) | Obligation Acceleration                 | Yes   |
|     | • Default Requirement                   | ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event |
| (e) | Repudiation/Moratorium                  | Yes   |
|     | • Default Requirement                   | ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event |
| (f) | Restructuring                           | Yes   |
|     | • Mod R                                 | Not Applicable  |
|     | • Mod Mod R                             | Not Applicable  |
|     | • Multiple Holder Obligation Applicable | Not Applicable  |
| (g) | Governmental Intervention               | Yes   |
|     | • Default Requirement                   | ZAR10,000,000 or its equivalent in the relevant Obligation Currency as at the occurrence of the relevant Credit Event |
| (h) | Other                                   | None  |

**6. Obligations:**

- |     |                      |    |
|-----|----------------------|----|
| (a) | Obligation Category: |    |
|     | • Payment            | No |

- Borrowed Money Yes
  - Reference Obligations Only No
  - Bond No
  - Loan No
  - Bond or Loan No
- (b) Obligation Characteristics:
- Not Subordinated Yes
  - Specified Currency No
  - Not Sovereign Lender No
  - Not Domestic Currency No
  - Not Domestic Law No
  - Listed No
  - Not Domestic Issuance No
- (c) Additional Obligations Not Applicable
- (d) Excluded Obligation/s Not Applicable
- (e) Specified Currency ZAR and Standard Specified Currencies
- (f) Domestic Currency ZAR and Standard Specified Currencies
- (g) Section 3.15 (*Interpretation of Provisions*) of the 2014 ISDA Credit Derivatives Definitions applicable Yes
- (h) Specify if any provisions of Section 3.15 (*Interpretation of Provisions*) of the 2014 ISDA Credit Derivatives Definitions are not applicable Not Applicable

**7. Settlement Method:**

- (a) Auction Settlement No
- (b) Cash Settlement Yes
- (c) Physical Settlement No

**8. Terms relating to Cash Settlement:**

- (a) Valuation Date
- Single Valuation Date 5 Business Days
  - Multiple Valuation Dates 5 Business Days and each 5 Business Days thereafter
  - Specify number of Valuation Dates As determined by the Calculation Agent
- (b) Valuation Time As determined by the Calculation Agent
- (c) Quotation Method Bid
- (d) Quotation Amount Representative Amount
- (e) Minimum Quotation Amount None specified
- (f) Reference Dealer/s

- |     |   |  |
|-----|---|--|
| (i) | <ul style="list-style-type: none"> <li>• Specify the Reference Dealer/s None specified</li> <li>• Capacity of Reference Dealer/s - specify whether a Reference Dealer may be: <ul style="list-style-type: none"> <li>○ the Issuer Yes</li> <li>○ any Affiliate of the Issuer Yes</li> <li>○ the Noteholders No</li> <li>○ any Affiliates of the Noteholders No</li> </ul> </li> </ul> |  |
| (g) | Settlement Currency   | ZAR  |
| (h) | Cash Settlement Date  | 3 Business Days  |
| (i) | Cash Settlement Amount  | The Cash Settlement Amount is the amount calculated by the Calculation Agent equal to the greater of: <ul style="list-style-type: none"> <li>a) The Aggregate Principal Amount of the Notes outstanding multiplied by the Final Price, less the Unwind Costs (as defined in item E(9)); and</li> <li>b) Zero.</li> </ul> |
| (j) | Quotations  | Exclude Accrued Interest   |
| (k) | Valuation Method  | <ul style="list-style-type: none"> <li>• one Reference Obligation and one Valuation Date Highest</li> <li>• one Reference Obligation and more than one Valuation Date Highest</li> </ul>   |
| (l) | Additional terms applicable to Cash Settlement  | Not Applicable   |
| 9.  | Notifying Party   | The Issuer of this Tranche   |
| 10. | Other terms or special conditions   | Not Applicable   |

## E. REDEMPTION

- |    |   |   |
|----|---|---|
| 1. | Redemption Date   | In relation to all or any of the Notes in a Tranche of Notes (as applicable), the Maturity Date, the Early Redemption Date (Call), the Early Redemption Date (Put), the Early Redemption Date (Specified Early Redemption Event) or any other date on which that Tranche of Notes (or any Note/s in that Tranche) is/are due to be redeemed (in whole or in part) in terms of the Applicable Terms and Conditions, as applicable. |
| 2. | Maturity Date   | 20 December 2029  |
| 3. | <b>Final Redemption Amount:</b>   | The aggregate Outstanding Principal Amount of this Tranche plus accrued interest (if any) to the Maturity Date  |
| 4. | Prior approval of the Relevant Authority required for redemption prior to the Maturity Date | No  |
| 5. | <b>Issuer Early Redemption Election:</b>  | Not Applicable  |
| 6. | <b>Noteholder Early Redemption</b>  | Not Applicable  |

- Election:**
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
- Net Asset Value Event Applicable
8. **Redemption following a Specified Early Redemption Event:** Applicable (see Item E(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 Not Applicable
9. **Early Redemption Amount:** The following amount (or the relevant portion thereof, as applicable) in respect of this Tranche (but adjusted *pro rata* to each Note (or the relevant portion thereof, as applicable) to be redeemed pursuant to a Specified Early Redemption Event):
- The (i) Fair Value of this Tranche of Notes plus accrued interest (if any) to the Early Redemption Date less the (ii) Unwind Costs.
10. **Fair Value, Unwind Costs:** 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 foreign exchange or hard currency credit default swap hedge positions relating to this Tranche of Notes and all taxes, regulatory costs and/or penalties), all as determined and calculated by the Calculation Agent acting in a commercially reasonable manner; and
11. **Redemption of Credit Linked Notes following a Credit Event:** Applicable (see *Item D (Credit Linked Note Provisions)* above)
12. Other terms applicable on redemption Not Applicable
13. Net Asset Value Event Means the Early Redemption Amount (determined at any time) is equal to or less than 30% of the outstanding Aggregate Principal Amount of this Tranche of Notes as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

## F. 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

#### **G. REGISTER CLOSED**

1.	Last Day to Register	Up until 17h00 (South African time) on 09 June and 09 December 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 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	10 June and 10 December of each year until the Redemption Date.

#### **H. GENERAL**

1.	Exchange control approval	<p>Applicable (<i>Note: see the section of the Programme Memorandum headed "Exchange Control"</i>)</p> <p>Section B.2 (Capital Transfers) – (Foreign Investments) (iii) (South African Institutional Investors) of the "Currency and Exchanges Manual for Authorised Dealers" ("Foreign Portfolio Document") is a general exchange control "pre-approval" which allows certain foreign-issued securities to be subscribed for or purchased by certain qualifying South African resident institutional investors using their "permissible foreign portfolio investment allowances".</p> <p>The Foreign Portfolio Document provides, among other things, that institutional investors (comprising all retirement funds, long-term insurers, collective investment scheme management companies and investment managers which register as institutional investors with the Exchange Control Authorities) are eligible for a "foreign portfolio investment allowance".</p> <p>Exchange Control Representation</p> <p>Each Noteholder of Note/s in this Tranche ("relevant Notes") represents and warrants that the subscription for the relevant Notes does not exceed in any way whatsoever its "permissible foreign portfolio investment allowance" provided for in the Foreign Portfolio Document. Each Noteholder further represents and warrants that it will comply with all reporting requirements applicable to the subscription for the relevant Note/s in terms of the Exchange Control Regulations.</p>
2.	Additional selling restrictions	Not Applicable
3.	International Securities Numbering (ISIN)	<b>ZAG000200023</b>



4.	Stock Code Number	<b>NNF109</b>
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) Aa1.za from Moody's Investors Service South Africa Proprietary Limited last reviewed in May 2023 (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)
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 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.
21.	Other relevant information	Not Applicable


The Issuer certifies that, to the best of its knowledge and belief, there are no facts the omission of which would make this Applicable Pricing Supplement false or misleading, that all reasonable enquiries to ascertain such facts have been made, and that this Applicable Pricing Supplement contains all information required by the JSE Debt 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 01 of Series **NNF109** 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**

By:   
\_\_\_\_\_ *duly authorised*  
Name of signatory: Sinethemba Mnguni  
Date: 09 October 2023

By:   
\_\_\_\_\_ *duly authorised*  
Name of signatory: Guy Strahlendorf  
Date: 6 October 2023