

#### **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 ZAR200,000,000 Credit Linked Notes due December 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.

Trogramme memorandum, the provisions of this replicable r noing supplement shall provail.			
A.	DESCRIPTION OF THE NOTES		
1.	Issuer	Nedbank Limited	
2.	Tranche number	01	
3.	Series number	NNF114	
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 D (Credit Linked Note Provisions) below)	
8.	Issue Date	26 October 2023	
9.	Issue Price	100%	
10.	Interest	Floating Rate Note Provisions (see Condition 7.2 (Floating Rate Note Provisions) and the (Floating Rate Note Provisions) below)	
11.	Redemption/Payment Basis	Credit Linked Redemption (see Item D (Credit Linked Note Provisions) below)	
12.	Change of interest or redemption payment basis	Not Applicable	
13.	Aggregate Principal Amount of this Tranche	ZAR 200,000,000.00	

14. Specified Currency ZAR 15. Specified Denomination (Principal ZAR1.000.000 (or such other amount as is prescribed from time to time in terms of Amount per Note) section 96(2)(a) of the Companies Act) Minimum Specified Denomination 16. ZAR1,000,000 of each Note 17. Calculation Amount ZAR1,000,000 18. **Business Day Convention** Modified 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 ZAR26,166,107,455.00, including the Aggregate Principal Amount of this Tranche Amount of all of the Notes and any other Tranches of Notes issued on the Issue Date specified in Item A(8) (including Existing Credit Linked Notes) in issue under the Programme as at the Issue Date 3. The Issuer confirms that the issue of this Tranche will not cause the Issuer to exceed Issuer confirmation as to the Programme Amount. 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 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 Redemption Date. 2. Interest Commencement Date Issue Date 3. Interest Payment Dates Quarterly in arrears on 20 March, 20 June, 20 September and 20 December of each year until the Redemption Date or, if any such date is not a Business Day, the date determined in accordance with the Business Day Convention (see Item A(18) above). 4. First Interest Payment Date 20 December 2023 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 and end on (but exclude) the First Interest Payment Date 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). 6. Rate Determination Dates 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 **ISDA** 8. Determination Not Applicable applicable: Floating Rate Option Not Applicable (a)

Not Applicable

Not Applicable

(b)

(c)

Designated Maturity

Reset Date

# 9. If Screen Rate Determination Applicable 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

10. If Other Determination applicable:

Not Applicable

11. Margin 3.60%

12. Minimum Floating Interest Rate Not Applicable

13. Maximum Floating Interest Rate Not Applicable

Default Rate
 The call deposit rate payable from time to time by the Issuer on deposits made by

its corporate clients, which call deposit rate may vary from time to time depending

on volume and market forces (see Condition 7.5.1 (Default interest))

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

Not Applicable

#### D. CREDIT LINKED NOTE PROVISIONS

# 1. 2014 ISDA Credit Derivatives

Definitions:

General

(a)

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 D below, incorporated by reference into, and form part of, this Item D 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 D and the 2014 ISDA Credit Derivatives Definitions, the provisions of this Item D shall prevail.

(b) Interpretation

Capitalised terms not defined in this Item D 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.
- (c) Additional amendments to the 2014 ISDA Credit Derivatives Definitions

Not Applicable

#### 2. General:

(a) Reference Entity/ies Sappi Papier Holding GmbH Financial Reference Entity Not Applicable Terms: Subordinated European Not Applicable Insurance Terms: Seniority Level: Senior Level (b) Reference Obligation/s The obligation/s identified as follows: Primary Obligor: Sappi Papier Holding GmbH Guarantor: Sappi Limited Maturity: 15 March 2028 Coupon: 3.625% ISIN: XS2310951103 (c) Financial information of the The issuer of the Reference Obligation is not listed on the Interest Rate Market of the JSE Limited. As required by rule 4.32(c)(i) of the JSE Debt Listings guarantor/issuer of the Requirements, the financial information of the Guarantor can be found at the Reference Obligation following website: http://www.sappi.com/investors Substitute Reference Obligation (d) No Substitution Event No (e) All Guarantees Applicable Yes (f) Reference Price 100% (g) Section 11.1 (Additional **Applicable** (h) Representations and Agreements of the Parties) of the 2014 ISDA Credit **Derivatives Definitions** 3. Fixed and Floating Payments: Not Applicable 4. Conditions to Settlement: 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 No (c)

Notice of Publicly Available

Public Sources Applicable

Public Sources Applicable

Additional Public Sources

South

Information Applicable

Public Sources/s:

Standard

Standard

No

No

No

No

International

Africa

(d)

(e)

4

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 Business 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
	<ul> <li>Mod R</li> </ul>	Not Applicable
	<ul> <li>Mod Mod R</li> </ul>	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:	
	<ul> <li>Payment</li> </ul>	Yes
	<ul> <li>Borrowed Money</li> </ul>	No
	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

Not Domestic Law

No No

	<ul> <li>Listed</li> </ul>	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	
	<ul> <li>Single Valuation Date</li> </ul>	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)	• Specify the Reference Dealer/s	None specified
	<ul> <li>Capacity of Reference Dealer/s - specify whether a Reference Dealer may be:</li> </ul>	
	<ul><li>the Issuer</li></ul>	Yes
	<ul> <li>any Affiliate of the Issuer</li> </ul>	Yes
	o the Noteholders	No
	<ul> <li>any Affiliates of the Noteholders</li> </ul>	No
(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:	
		a) The Aggregate Principal Amount of the Notes outstanding multiplied by the Final Price, less the Unwind Costs (as defined in item E(10); and	
		b) Zero.	
(j)	Quotations	Exclude Accrued Interest	
(k)	Valuation Method		
	one Reference Obligation and one Valuation Date	Highest	
	<ul> <li>one Reference Obligation and more than one Valuation Date</li> </ul>	Highest	
(1)	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 2030	
3.	Final Redemption Amount:	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.	Issuer Early Redemption Election:	Not Applicable	
6.	Noteholder Early Redemption Election:	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 E(7) above)	
(a)	Redemption in whole	Applicable	
	<ul> <li>Early Redemption Date (Specified Early Redemption Event)</li> </ul>	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 rates, interest rates, bond rates and any hypothetical USD funding instrument(s) or any hypothetical USD/ZAR cross currency basis swap or any hypothetical ZAR quanto credit default swap transaction linked to the Reference Obligation hypothetically entered into between the Issuer and Noteholder) 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.

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

#### F. AGENTS AND SPECIFIED OFFICES

Г.	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 March, 09 June, 09 September, 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.

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.

Books Closed Date

10 March, 10 June, 10 September, and 10 December of each year until the Redemption Date.

#### H. GENERAL

14.

15.

Additional Financial Centre

Additional Business Centre

1. Exchange control approval

Applicable (Note: see the section of the Programme Memorandum headed "Exchange Control")

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 "preapproval" 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".

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".

**Exchange Control Representation** 

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.

2.	Additional selling restrictions		Not Applicable
3.	International Numbering (ISIN)	Securities	ZAG000200577
4.	Stock Code Number		NNF114
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	n	Private Placement
10.	Bookbuild and Alloca	tion 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

Not Applicable

Not Applicable

16. Other Banking Jurisdiction Not Applicable 17. Rating (if any) assigned to this Not Applicable Tranche as at the Issue Date. Rating Agency/ies and date on which such Rating is expected to be reviewed 18. Rating assigned to the Issuer as As at the Issue Date, the Issuer has a domestic long-term credit rating of (i) Aa1.za at the Issue Date, Rating from Moody's Investors Service South Africa Proprietary Limited last reviewed in Agency/ies and date on which May 2023 (and expected to be reviewed from time to time) and (ii) zaAA from the such Rating is expected to be South African branch of Standard and Poor's Credit Market Services Europe Ltd last reviewed 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.

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.

Not Applicable

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 NNF114 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**

21.

By: duly authorised Philip Nel Name of signatory:

Other relevant information

23 October 2023 Date:

duly authorised

By:

Name of signatory: Sinethemba Mnguni

Date: 23 October 2023