

Amended and Updated Programme Memorandum dated 21 April 2016



**CAPITEC BANK LIMITED**

*(incorporated with limited liability under registration number 1980/003695/06 in the Republic of South Africa)*

**ZAR8,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME**

Capitec Bank Limited ("**Issuer**" and "**Capitec Bank**") established a Domestic Medium Term Note Programme ("**Programme**") under which the Issuer may, from time to time, issue secured or unsecured, subordinated or unsubordinated notes of any kind ("**Notes**") pursuant to the Programme Memorandum, dated 25 April 2008, as amended or supplemented from time to time ("**Previous Programme Memorandum**").

The Programme Memorandum, dated 25 April 2008, was approved, on 25 April 2008, by The Bond Exchange of South Africa Limited ("**BESA**"), which was licensed as an exchange in terms of the then Securities Services Act, 2004 prior to BESA's merger, on 9 June 2009, with JSE Limited ("**JSE**").

Subsequent to 25 April 2008, the Issuer increased the maximum aggregate Outstanding Principal Amount of all of the Notes that may be issued under the Programme at any one point in time ("**Programme Amount**") from ZAR2,000,000,000 to ZAR8,000,000,000.

The Issuer has amended and updated the Previous Programme Memorandum on the basis set out in this amended and updated Programme Memorandum dated 21 April 2016 ("**Programme Memorandum**"). Application has been made to the JSE for the approval of this Programme Memorandum. This Programme Memorandum was approved by the JSE on 21 April 2016.

Unless otherwise defined in this Programme Memorandum or, in relation to a Tranche of Notes, the Applicable Pricing Supplement, capitalised terms used in this Programme Memorandum shall bear the meanings ascribed to them in the section of this Programme Memorandum headed "**Terms and Conditions**" ("**Terms and Conditions**"). References in this Programme Memorandum to any Condition are to that Condition of the Terms and Conditions.

On and with effect from 21 April 2016 ("**Programme Date**"), this Programme Memorandum applies to all Notes issued, under the Programme, pursuant to this Programme Memorandum, on and after the Programme Date.

**On and with effect from the Programme Date, the sections of this Programme Memorandum headed "*Documents Incorporated by Reference*", "*Risk Factors*", "*Form of the Notes*", "*Description of the Issuer*", "*Financial Information*", "*Settlement, Clearing and Transfers of Registered Notes*", "*Taxation*" and "*Exchange Control*" will supersede and replace the corresponding sections of the Previous Programme Memorandum in their entirety and, to this extent, update the Previous Programme Memorandum.**

Subject to the paragraph above, the Previous Programme Memorandum (including the section of the Previous Programme Memorandum headed "**Terms and Conditions of the Unsubordinated Notes, Tier 2 Notes and Tier 3 Notes**") will remain applicable to Existing Notes. It is recorded that no "**Tier 1 Notes**" (as defined in the section of the Previous Programme Memorandum headed "**Terms and Conditions of the Tier 1 Notes**") remain in issue under the Programme as at the Programme Date.

**The Previous Programme Memorandum is available on the following website: [www.capitecbank.co.za](http://www.capitecbank.co.za).**

As at the Programme Date, the Programme Amount is ZAR8,000,000,000. The aggregate Outstanding Principal Amount of Notes (including Existing Notes) in issue under the Programme may not exceed 8,000,000,000 unless such amount is increased by the Issuer as set out in the section of this Programme Memorandum (and the section of the Previous Programme Memorandum) headed "**General Description of the Programme**".

Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

The Issuer will, prior to the issue of a Tranche of Notes, complete an Applicable Pricing Supplement based on the *pro forma* Applicable Pricing Supplement set out in (i) the section of this Programme Memorandum headed "**Pro Forma Applicable Pricing Supplement – Unsubordinated Notes**" (in the case of a Tranche of Unsubordinated Notes) or (ii) the section of this Programme Memorandum headed "**Pro Forma Applicable Pricing Supplement – Subordinated Notes**" (in the case of a Tranche of Subordinated Notes), as the case may be.

A Tranche of Notes will comprise Unsubordinated Notes or Subordinated Notes, as indicated in the Applicable Pricing Supplement. A Tranche of Notes, whether Unsubordinated Notes or Subordinated Notes (but subject, in the case of Subordinated Notes, to the Capital Regulations), may comprise Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Mixed Rate Notes or Index Linked Notes or such combination of any of the foregoing or such other type of Note as may be determined by the Issuer and the relevant Dealer/s and specified in the Applicable Pricing Supplement.

Subordinated Notes will, subject to the Banks Act and the Capital Regulations, comprise Additional Tier 1 Notes and Tier 2 Notes. Subject to the Capital Regulations, (i) the proceeds of the issue of Additional Tier 1 Notes will rank as Additional Tier 1 Capital and (ii) the proceeds of the issue of Tier 2 Notes will rank as Tier 2 Capital.

A Tranche of Registered Notes may be listed on the Interest Rate Market of the JSE and/or on such other Financial Exchange/s as may be determined by the Issuer and the relevant Dealer/s, subject to all Applicable Laws. Unlisted Registered Notes may also be issued under the Programme. Unlisted Registered Notes are not regulated by the JSE. The holders of Registered Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE. The Applicable Pricing Supplement will specify whether or not a Tranche of Registered

Notes will be listed and, if so, on which Financial Exchange.

The Programme is not rated. The Applicable Pricing Supplement will reflect the Rating which has been assigned to the Issuer as well as the Rating Agency or Rating Agencies which assigned such Rating. The Issuer will procure that any change to the Rating of the Issuer that occurs after the Programme Date is announced on SENS. A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. Unrated Tranches of Notes may also be issued. The Applicable Pricing Supplement will reflect the Rating, if any, which has been assigned to a Tranche of Notes, as well as the Rating Agency or Rating Agencies which assigned such Rating or Ratings.

***Prospective investors in the Notes should pay particular attention to the section of this Programme Memorandum headed "Risk Factors".***

Notes may be issued on a continuing basis and be placed by one or more Dealers appointed by the Issuer from time to time, which appointment may be for a specific issue of one or more Tranches of Notes or on an on-going basis.

**Arranger:**

Capitec Bank Limited



**Dealer:**

FirstRand Bank Limited, acting through its Rand Merchant Bank division



**Debt Sponsor:**

PSG Capital Proprietary Limited



**Legal Advisers to the Issuer and the Arranger:**

Cliffe Dekker Hofmeyr Inc.



## GENERAL NOTICE

*References in this section headed "General Notice" to the Issuer and the Arranger are to Capitec Bank Limited in its respective capacities as Issuer and Arranger.*

The Issuer accepts full responsibility for the accuracy of the information contained in this Programme Memorandum, each Applicable Pricing Supplement, the annual financial statements of the Issuer and any amendments to such annual financial statements, and each supplement to this Programme Memorandum published by the Issuer from time to time (except as otherwise stated therein).

The Issuer certifies that, to the best of its knowledge and belief, there are no facts the omission of which would make any statement contained in this Programme Memorandum false or misleading, that all reasonable enquiries to ascertain such facts have been made, and that this Programme Memorandum contains or incorporates by reference (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*") all information required by the JSE Debt Listings Requirements and all other Applicable Laws.

The Issuer, having made all reasonable enquiries, confirms that this Programme Memorandum contains or incorporates by reference (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*") all information that is material in the context of the issue and the offering of Notes, that the information contained in (or incorporated by reference into) this Programme Memorandum as at the Programme Date is not misleading and that the opinions expressed in this Programme Memorandum are honestly held.

The JSE assumes no responsibility or liability of whatsoever nature for the correctness of any of the statements made or opinions expressed or information contained in or incorporated by reference into this Programme Memorandum. The admission of any Tranche of Registered Notes to the list of Debt Securities maintained by the JSE and the listing of such Registered Notes on the Interest Rate Market of the JSE is not to be taken as an indication of the merits of the Issuer or the Notes. The JSE assumes no responsibility or liability of whatsoever nature for the contents of this Programme Memorandum or any Applicable Pricing Supplement or any information incorporated by reference into this Programme Memorandum, and the JSE makes no representation as to the accuracy or completeness of this Programme Memorandum or any Applicable Pricing Supplement, or any information incorporated by reference into this Programme Memorandum. The JSE expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of this Programme Memorandum or any Applicable Pricing Supplement or any information incorporated by reference into this Programme Memorandum.

The Issuer makes no representation or warranties as to the settlement procedures of the Central Securities Depository or the JSE or any other Financial Exchange.

This Programme Memorandum must be read in conjunction with all documents which are incorporated by reference into this Programme Memorandum (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*"). This Programme Memorandum must be read and construed on the basis that such documents are incorporated into and form part of this Programme Memorandum.

No person is authorised to give any information or to make any representation other than those contained in or consistent with this Programme Memorandum. If any such information is given or representation is made, it must not be relied upon as having been authorised by the Issuer, the JSE, the Debt Sponsor, the Arranger, the Dealer/s or any of their respective Affiliates and advisers.

Neither the delivery of this Programme Memorandum nor any offer, sale, allotment or solicitation made in connection with the offering of the Notes shall, in any circumstances, create any implication or constitute any representation that there has been no change in the affairs of the Issuer since the Programme Date or that the information contained in or incorporated by reference into this Programme Memorandum is correct at any time subsequent to the date of the document containing such information.

Neither the JSE nor the Debt Sponsor nor the Arranger nor the Dealer/s nor their respective Affiliates and advisers have separately verified the information contained in or incorporated by reference into this Programme Memorandum. No representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the JSE, the Debt Sponsor, the Arranger, the Dealer/s or their respective Affiliates and advisers as to the accuracy or completeness of the information contained in or incorporated by reference into this Programme Memorandum or any other information provided by the Issuer in connection with the Programme or the Notes.

Each person receiving this Programme Memorandum acknowledges that such person has not relied on the JSE, the Debt Sponsor, the Arranger the Dealer/s or any of their respective Affiliates and advisers in connection with its investigation of the accuracy of such information or its investment decision. Neither the JSE nor the Debt Sponsor nor the Arranger nor the Dealer/s nor their respective Affiliates and advisers accept any liability in relation to the information contained in (or incorporated by reference into) this Programme Memorandum or any other information provided by the Issuer in connection with the Programme or the Notes.

Neither this Programme Memorandum nor any other information supplied in connection with the Programme and/or the Notes is intended to provide the basis of any credit or other evaluation, or should be considered as a recommendation or a statement of opinion, or a report of either of those things, by the JSE, the Issuer, the Debt Sponsor, the Arranger or the Dealer/s that any recipient of this Programme Memorandum or any other information supplied in connection with the Programme and/or the Notes, should purchase any Notes.

Each person contemplating making an investment in the Notes must make its own investigation and analysis of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the terms of the offering and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience, the extent of its exposure to risk (see the section of this Programme Memorandum headed "*Risk Factors*") and any other factors which may be relevant to it in connection with such investment.

Neither the JSE nor the Debt Sponsor nor the Arranger nor the Dealer/s undertake to review the financial condition or affairs of the Issuer or to advise any investor or potential investor in the Notes of any information coming to the attention of the JSE, the Debt Sponsor, the Arranger or the Dealer/s.

Neither this Programme Memorandum nor any Applicable Pricing Supplement nor any other information supplied in connection with the Programme and/or the Notes constitutes an offer or an invitation by or on behalf of the Issuer, the Debt Sponsor, the Arranger or the Dealer/s to any person to subscribe for or to purchase or otherwise deal in any Notes.

The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and the issue, offering or sale of Notes in certain jurisdictions may be restricted by law. In particular, there are restrictions on the distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and the offer or sale or subscription of Notes in the United States of America, the European Economic Area, the United Kingdom and South Africa. For a description of certain restrictions on offers, sales and subscriptions of Notes and on the distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and other offering material relating to the Programme and/or the Notes, see the section of this Programme Memorandum headed "*Subscription and Sale*".

Neither the Issuer nor the Debt Sponsor nor the Arranger nor the Dealer/s represent that this Programme Memorandum and/or any Applicable Pricing Supplement may be lawfully distributed, or that any Notes may be lawfully offered, subscribed for or sold, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution, offering, subscription or sale.

In particular, save for obtaining the approval of this Programme Memorandum by the JSE, no action has been taken by the Issuer, the Debt Sponsor, the Arranger or the Dealer/s which would permit a public offering of any Notes or a distribution of this Programme Memorandum and/or any Applicable Pricing Supplement in any jurisdiction where action for that purpose is required.

The Notes may not be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any Applicable Pricing Supplement nor any advertisement or other offering material relating to the Programme and/or the Notes may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with all Applicable Laws and regulations.

Neither this Programme Memorandum nor any Applicable Pricing Supplement are for distribution in, and do not constitute an offer of Notes for sale or subscription in, the United States of America or in any other jurisdiction in which such a distribution or such offer for sale or subscription would be unlawful or would require qualification or registration. It is the responsibility of any person wishing to subscribe for or purchase Notes to satisfy himself as to the full observance of the laws of the relevant jurisdiction.

***The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended ("Securities Act"). The Notes may not be offered or sold in the United States of America or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the US Securities Act.***

Persons into whose possession this Programme Memorandum and/or any Applicable Pricing Supplement comes are required by the Issuer, the Debt Sponsor, the Arranger and the Dealer/s to comply with all Applicable Laws and regulations in each country or jurisdiction in which they subscribe for, purchase, offer, sell, transfer or deliver Notes or have in their possession or distribute this Programme Memorandum and/or any Applicable Pricing Supplement and to obtain any consent, approval or permission required by them for the subscription, purchase, offer, sale, transfer or delivery by them of any Notes under the law and regulations in force in any country or jurisdiction to which they are subject or in which they make such subscriptions, purchases, offers, sales, transfers or deliveries, in all cases at their own expense, and none of the Issuer, the Debt Sponsor, the Sponsor, the Arranger or the Dealer/s shall have responsibility therefor.

Any Notes purchased or subscribed for by any person who wishes to offer such Notes for sale or resale may not be offered in any country or jurisdiction in circumstances which would result in the Issuer being obliged to register this Programme Memorandum or any further prospectus or corresponding document relating to the Notes in such country or jurisdiction.

In connection with the issue and placing of any Tranche of Notes, the Issuer or the Dealer (if any) who is designated in the Applicable Pricing Supplement as the approved stabilisation manager ("**Stabilisation Manager**") may, to the extent permitted by and in accordance with Applicable Laws and subject to the approval of the JSE, over-allot or effect transactions with a view to supporting the market price of Notes in the same Series as that Tranche of Notes at a level higher than that which might otherwise prevail for a limited period after the Issue Date. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising must be carried out in accordance with all Applicable Laws.

The price/yield and amount of a Tranche of Notes will be determined by the Issuer and the relevant Dealer/s at the time of issue in accordance with prevailing market conditions.

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## DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference into, and form part of, this Programme Memorandum:

- a) the respective "Capitec Bank Limited Annual Reports" of the Issuer ("**Annual Reports**") for the financial years of the Issuer ended 28 February 2013, 28 February 2014 and 28 February 2015, which include (a) the respective audited annual financial statements of the Issuer for the financial years of the Issuer ended 28 February 2013, 28 February 2014 and 28 February 2015 and (b) the independent auditor's reports in respect of such annual financial statements;
- b) the (a) audited annual financial statements of the Issuer for the financial year of the Issuer ended 28 February 2016 and (b) the independent auditor's reports in respect of such annual financial statements;
- c) the respective Annual Reports of the Issuer for all financial years of the Issuer after the Programme Date, which will include (a) the respective audited annual financial statements of the Issuer for all financial years of the Issuer after the Programme Date and (b) the independent auditor's reports in respect of such annual financial statements;
- d) each Applicable Pricing Supplement relating to a Tranche of Notes which is listed on the Interest Rate Market of the JSE (or any other separate platform, board or sub-market of the JSE) ("**JSE-listed Applicable Pricing Supplement**");
- e) each supplement to this Programme Memorandum circulated by the Issuer from time to time;
- f) all information pertaining to the Issuer and/or Capitec Group which is relevant to the Programme and/or this Programme Memorandum which is (i) electronically submitted by the JSE Stock Exchange News Service ("**SENS**") to SENS subscribers and/or (ii) available on any electronic news service established or used or required by the JSE,

save that any statement contained in this Programme Memorandum or in any document which is incorporated by reference into this Programme Memorandum will be deemed to be modified or superseded for the purposes of this Programme Memorandum to the extent that a statement contained in document which is subsequently incorporated by reference into this Programme Memorandum modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Memorandum of Incorporation of the Issuer is available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer.

This Programme Memorandum is available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer. Each supplement to this Programme Memorandum and each JSE-listed Applicable Pricing Supplement will (as and when such documents are approved and become available) be available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer. This Programme Memorandum, each supplement to this Programme Memorandum and each JSE-listed Applicable Pricing Supplement are also available (or will also be available) on the following website: [www.capitecbank.co.za](http://www.capitecbank.co.za).

This Programme Memorandum, each supplement to this Programme Memorandum and each JSE-listed Applicable Pricing Supplement will be available on the JSE's website at [www.jse.co.za](http://www.jse.co.za).

The respective Annual Reports of the Issuer for the financial years of the Issuer ended 28 February 2013, 28 February 2014 and 28 February 2015, and the audited annual financial statements of the Issuer for the financial year of the Issuer ended 28 February 2016, are available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer. In addition, these Annual Reports and audited annual financial statements are available on the following website: [www.capitecbank.co.za](http://www.capitecbank.co.za).

The respective Annual Reports of the Issuer for all financial years of the Issuer after the Programme Date will (as and when such Annual Reports are approved and become available) be available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer. In addition, these Annual Reports will (as and when such Annual Reports are approved and become available) be available on the following website: [www.capitecbank.co.za](http://www.capitecbank.co.za).

The Issuer will, for so long as any Notes in a Tranche remain outstanding and listed on the Interest Rate Market of the JSE, publish a new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be, within six months of the financial year end of the Issuer, if any of the information contained in this Programme Memorandum becomes outdated in a material respect; provided that no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required in respect of the Issuer's annual financial statements if such annual financial statements are incorporated by reference into this Programme Memorandum (see above) and such annual financial statements are published, as required by the Companies Act, and submitted to the JSE within six months after the financial year end of the Issuer.

A new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be, must be approved by the JSE. Any such new Programme Memorandum or Programme Memorandum as supplemented, as the case may be, will be deemed to have substituted the previous Programme Memorandum from the date of issue of the new Programme Memorandum or the supplement to this Programme Memorandum, as the case may be.

## GENERAL DESCRIPTION OF THE PROGRAMME

A general description of the Programme is set out below. The general description does not purport to be complete and is taken from, and is qualified by, the remainder of this Programme Memorandum and, in relation to a Tranche of Notes, the Applicable Pricing Supplement.

### ISSUE

Subject to the prior consent of the Relevant Authority (to the extent required by the Capital Regulations), the Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranches of Notes (denominated in the Specified Currency) under the Programme, pursuant to this Programme Memorandum, provided that the aggregate outstanding Principal Amount of all of the Notes (including Existing Notes) in issue under the Programme from time to time does not exceed the Programme Amount.

A Tranche of Notes will comprise Unsubordinated Notes or Subordinated Notes, as indicated in the Applicable Pricing Supplement. A Tranche of Notes, whether Unsubordinated Notes or Subordinated Notes (but subject, in the case of Subordinated Notes, to the Capital Regulations), may comprise Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Mixed Rate Notes or Index Linked Notes or such combination of any of the foregoing or such other type of Note as may be determined by the Issuer and the relevant Dealer/s and specified in the Applicable Pricing Supplement.

Subordinated Notes will, subject to the Banks Act and the Capital Regulations, comprise Additional Tier 1 Notes and Tier 2 Notes. Subject to the Capital Regulations, (i) the proceeds of the issue of Additional Tier 1 Notes will rank as Additional Tier 1 Capital and (ii) the proceeds of the issue of Tier 2 Notes will rank as Tier 2 Capital.

Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Applicable Terms and Conditions. The Issuer will, prior to the issue of a Tranche of Notes, complete an Applicable Pricing Supplement based on the *pro forma* Applicable Pricing Supplement set out in (i) the section of this Programme Memorandum headed "*Pro Forma Applicable Pricing Supplement – Unsubordinated Notes*" (in the case of a Tranche of Unsubordinated Notes) or (ii) the section of this Programme Memorandum headed "*Pro Forma Applicable Pricing Supplement – Subordinated Notes*" (in the case of a Tranche of Subordinated Notes), as the case may be.

### LISTING

A Tranche of Registered Notes may be listed on the Interest Rate Market of the JSE and/or on such other Financial Exchange/s as may be determined by the Issuer and the relevant Dealer/s, subject to all Applicable Laws. Unlisted Registered Notes may also be issued under the Programme. Unlisted Registered Notes are not regulated by the JSE. The Applicable Pricing Supplement will specify whether or not a Tranche of Registered Notes will be listed and, if so, on which Financial Exchange.

The holders of Registered Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE.

A copy of the signed Applicable Pricing Supplement relating to a Tranche of Registered Notes which is to be listed on the Interest Rate Market of the JSE will be delivered to the JSE and the Central Securities Depository, before the Issue Date, and the Registered Notes in that Tranche may be traded by or through members of the JSE from the date specified in the Applicable Pricing Supplement, in accordance with the Applicable Procedures.

Where the listing of a Tranche of Registered Notes on the Interest Rate Market of the JSE has been approved by the JSE, the granting of such listing will be announced by the Issuer on SENS by no later than the close of business on the day preceding the Issue Date.

The settlement of trades in Registered Notes which are listed on the Interest Rate Market of the JSE and/or held in the Central Securities Depository will take place in accordance with the electronic settlement procedures of the JSE and the Central Securities Depository.

The settlement and redemption procedures for a Tranche of Registered Notes which is listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE will be specified in the Applicable Pricing Supplement.

### PROGRAMME AMOUNT

As at the Programme Date, the Programme Amount is ZAR8,000,000,000. The aggregate Outstanding Principal Amount of Notes (including Existing Notes) in issue under the Programme may not exceed ZAR8,000,000,000, unless such amount is increased by the Issuer, as set out below (and as set out in the section of the Previous Programme Memorandum headed "*General Description of the Programme*").

For the purpose of calculating the aggregate Outstanding Principal Amount of all Notes in issue under the Programme, pursuant to this Programme Memorandum, from time to time:

- a) the ZAR equivalent of a Tranche of Notes denominated in any Specified Currency other than ZAR shall be determined, at or about the time at which a Relevant Dealer Agreement is entered into between the Issuer and the relevant Dealer/s for the

issue and placing of such Tranche of Notes (or where no such Relevant Dealer Agreement is entered into, at or about the time of placing of such Tranche of Notes), on the basis of the spot rate at such time for the sale of such ZAR amount against the purchase of such other Specified Currency in the Johannesburg inter-bank foreign exchange market, as quoted by any leading bank selected by the Issuer;

- b) the ZAR equivalent of a Tranche of Notes in respect of which the Redemption Amount is calculated by reference to an index and/or a formula (as indicated in the Applicable Pricing Supplement) shall be calculated *mutatis mutandis* in accordance with paragraph (a) above, with reference to the aggregate Principal Amount of that Tranche of Notes (regardless of the Issue Price of that Tranche of Notes);
- c) the ZAR equivalent of a Tranche of Zero Coupon Notes (or any other Tranche of Notes issued at a discount or a premium) shall be calculated *mutatis mutandis* in accordance with paragraph (a) above, with reference to the Issue Price of that Tranche of Zero Coupon Notes.

Subject to the Applicable Procedures and all Applicable Laws, the Issuer may, upon the conditions set out in the Programme Agreement to the exercise of the Issuer's right to increase the Programme Amount having been met, without the consent of any Noteholder, increase the Programme Amount by delivering a notice thereof to the Noteholders in accordance with Condition 19 (*Notices*). Upon notice of the increase in the Programme Amount having been given to the Noteholders in accordance with Condition 19 (*Notices*), all references in this Programme Memorandum (and each agreement, deed or document relating to the Programme and/or this Programme Memorandum) to the Programme Amount will be, and will be deemed to be, references to the increased Programme Amount.

#### **RATING**

The Programme is not rated. The Applicable Pricing Supplement will reflect the Rating which has been assigned to the Issuer as well as the Rating Agency or Rating Agencies which assigned such Rating. The Issuer will procure that any change to the Rating of the Issuer that occurs after the Programme Date is announced on SENS. A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. Unrated Tranches of Notes may also be issued. The Applicable Pricing Supplement will reflect the Rating, if any, which has been assigned to a Tranche of Notes, as well as the Rating Agency or Rating Agencies which assigned such Rating or Ratings.

#### **RISK FACTORS**

Investing in the Notes involves certain risks (see the section of this Programme Memorandum headed "*Risk Factors*").



## RISK FACTORS

*The Issuer believes that the factors outlined below may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below. The value of the Notes could decline due to any of these risks, and investors may lose some or all of their investment.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts under any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information available to it as at the Programme Date, or which it may not be able to anticipate. All of these investment considerations are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*The Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. The information set out below is not intended as advice and does not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes.*

*Prospective investors in the Notes should also read the information set out elsewhere in this Programme Memorandum (including all documents incorporated by reference into this Programme Memorandum) and, in relation to a Tranche of Notes, the Applicable Pricing Supplement, and consult their own financial, tax and legal advisers as to the risks and investment considerations arising from an investment in the Notes, the appropriate tools to analyse such an investment, and the suitability of such an investment in the context of the particular circumstances of each investor.*

### RISKS RELATING TO THE ISSUER

#### Risk management

The Issuer, in common with other banks in South Africa and elsewhere, is exposed to commercial and market risks in the ordinary course of its business, the most significant of which are credit risk, market risk, liquidity risk, interest rate risk and operational risk.

Whilst the Issuer believes that it has implemented appropriate policies, systems and processes to control and mitigate these risks, potential investors in the Notes should note that any failure to control these risks adequately could have an adverse effect on the financial condition and reputation of the Issuer.

#### Credit risk

Credit risk is the risk of financial loss as a result of failure by a client or other counterparty to meet its contractual obligations to the Issuer. The Issuer's credit risk arises mainly from unsecured retail loans and is defined as the risk of loss arising from the failure of a client or counterparty to fulfil their obligations. The Issuer also incurs counterparty risk as a result of investing cash assets in National Treasury bills, South African Reserve Bank debentures, bank deposits and money market collective investment schemes. The Issuer has a low risk appetite regarding the investment of surplus cash and the management of liquidity risk.

The Issuer has limited further counterparty credit risk because it does not operate a trading book. The only exposures to counterparty credit risk are on hedges entered into to mitigate interest rate and currency risk in the banking book, and from time-to-time on resale investment transactions concluded as part of cash management activities.

#### Market risk

Market risk is the exposure to adverse changes in the value of future cashflows and/or financial instruments and/or financial assets as a result of changes in market prices or volatility, including risks arising from interest rates, derivatives (which are subject to settlement and other risks) and the correlation of market prices and rates within and across markets.

Market prices and rates typically include equity, bond and commodity prices, currency exchange and interest rates. Adverse changes in market prices and rates could negatively impact assets and liabilities.

Any decline in global asset markets, including property and other asset markets, or in market liquidity, could adversely impact the Issuer's results of operations and financial condition.

The Issuer does not have a 'trading book' (as defined by Basel III) and does not conduct investment banking related activities. Therefore, there is no exposure to trading positions on equities, bonds and commodities. Exposure to market risk is mainly due to interest rate risk arising on the retail banking activities (defined as the 'banking book' by Basel III).

#### Interest rate risk

Interest rate risk is the sensitivity of the balance sheet and income statement to adverse movements of interest rates. Interest rate risk arises from a variety of sources including mismatches between the re-pricing periods of assets and liabilities. As a result of these mismatches, movements in interest rates can affect earnings or the value of the Issuer.

Market-driven interest rates may adversely affect the profitability of the Issuer and the value of the balance sheet.

The Issuer's interest rate repricing mismatch is the consequential result of key policy decisions to offer fixed interest rate retail term loans and to be conservative with liquidity.

This makes the Issuer different to other retail banks in South Africa that operate mainly floating rate mortgage books and which consequently aim to minimise the impact of rate changes on the value of equity.

If the Issuer decides to expand its product range (by, for example, making credit cards available to its clients), the interest charged on these products may (and, in the case of credit card advances, will) be based on floating interest rates. The interest charged on all unsecured retail loans (other than credit card advances) is based on fixed interest rates. This is done to protect the Issuer's loan clients from the effect of rising interest rates, ensuring that for the term of the client's loan their instalment amount does not change when rates rise or when rates fall.

When interest rates rise the Issuer's loan clients are protected from increasing instalments as their loans are contracted at fixed interest rates, so their instalments stay the same.

The Issuer's approach to liquidity is to match longer-term loans with a healthy proportion of longer-term funding.

Additionally, liquidity policy limits the use of retail demand savings deposits that may fund those retail unsecured loans with longer terms. The balance represents a liquidity buffer and is invested in money market instruments to ensure there is no net carry cost. The basket of money market instruments used for this is not restricted to floating-rate cash-on-call investments, but may include instruments with maturities up to one year or longer that may (depending on the maturity) offer better fixed-rate yields.

These longer-term instruments are acquired in terms of a 'hold to maturity' strategy. This locks in a longer-term gross yield but contributes to the repricing mismatch. However, this deliberate mismatch is accepted and is addressed by monitoring the overall net yield on cash management activities.

A natural mismatch position arises due to rate sensitive assets being more than rate sensitive liabilities. This mismatch is due primarily to ordinary shareholders' equity, a consequence of the conservative leveraging employed by the Issuer.

The Issuer's Asset and Liability Management ("ALM") policy precludes taking speculative or trading positions on the banking book. In general the Issuer's Asset and Liability Committee ("ALCO") aims to match the fixed or floating-rate nature of funding with the fixed and floating-rate elements of the loan book and surplus cash positions. To manage mismatches, long-term floating-rate liabilities may be swapped to fixed rates. The cost of swapping floating exposure is assessed against the probability and quantum of costs that could arise from moderate to large interest rate shocks.

ALCO approves interest rate pricing on funding and loan products, transaction fees and authorises any swap transactions.

#### **Equity risk**

The Issuer does not deal in equity instruments and, as at the Programme Date, has not invested in any equity investments.

#### **Currency risk**

Currency risk is the risk that profitability and shareholders' equity are adversely affected by changes in exchange rates between the rand and the foreign currencies in which assets and liabilities are denominated.

Currency risk has minimal impact on the Issuer's operations as they are within South Africa. Imported capital equipment and technological support services result in limited exposure to currency fluctuations. However, these transactions are hedged by means of forward exchange contracts as and when they are undertaken. Any borrowing done in foreign currency is fully hedged using currency swaps.

#### **Hedging of market risk**

ALCO only allows derivatives to be used for hedging risk in the banking book.

- Interest rate swaps are used to convert floating-rate to fixed-rate funding, to achieve the objective of matching the rate nature of assets and funding.
- Currency swaps are used to convert any foreign currency exposure arising on foreign denominated funding to rand.
- Forward foreign exchange contracts are used to cover obligations relating to capital equipment, technology and technology support services and other goods and services needed for the core banking activities.

#### **Business risk**

Business risk is the risk that (i) non-performance against planned strategic objectives, (ii) the consequences of inappropriate strategy and/or (iii) a decline in sales volumes or prices, will have a negative impact on the profitability of the Issuer.

Business risk management is overseen from a risk perspective by the Risk Committee ("RISCO"), a subcommittee of the Issuer's Risk and Capital Management Committee ("RCMC") and managed operationally by the Executive Committee ("EXCO") and the board of directors of the Issuer ("Board"). Managing involves the daily operational assessment of performance against the

operational plan and the development of the strategic plan.

### **Funding and liquidity risk**

Liquidity risk is the inability to discharge funding or trading obligations which fall due at market related prices. Liquidity risk is also the risk that the Issuer does not have access to sufficient or acceptable cash and cash equivalents to fund increases in assets and meet its obligations as they become due, without incurring unacceptable losses.

Liquidity risk is managed by ALCO that oversees the activities of the treasury desk which operates in terms of an approved ALM policy and approved limits. Liquidity is managed conservatively. The liquidity profile is low risk with the management of liquidity risk taking preference over the optimisation of the interest rate margin. The Issuer is not exposed to the uncertainty that accompanies the use of institutional and corporate call deposits as a funding mechanism, and its asset structure is still relatively short-term in nature relative to the total banking sector.

In terms of the Banks Act, adequate liquid assets must be maintained to meet the liquid asset requirement, fund the reserve account and maintain collateral for clearing balances on the South African Multiple Options Settlement ("SAMOS") system account.

No reliance is placed on interbank overnight facilities as a funding mechanism. Treasury management may, however, use available unsecured facilities from time to time. Usage of interbank facilities is monitored and reported to ALCO.

Daily funding requirements are forecasted taking into consideration day-to-day cash flows and those that relate to large single obligations. This forecast is supported by behaviour modelling to determine business as usual cash flow requirements, including key demand points during the month, and adjusted for seasonal variations. ATM requirements are centrally managed and teller cash is maintained at a minimum.

Portfolios of highly liquid assets are maintained and can be liquidated to meet unexpected variances in forecasted requirements.

The Issuer's management is cautious in assessing the relative permanency and value distribution of wholesale and retail funding sources. For fixed-term funding, efforts are directed towards managing roll-over risk and actively pursuing medium- and long-term funding opportunities. For call deposits, attention is focused on managing the 'core' or 'stable' element within the deposit base. This element is estimated using statistical techniques with due consideration of client behaviour. Internal definitions of core and fluctuating deposits are formally approved by ALCO.

Interest rates are reviewed daily to ensure that deposit rates remain competitive and the efficient use of cash resources and new liquidity initiatives are constantly evaluated.

Treasury management assesses the concentration risk within the funding portfolio and maintains a well-diversified wholesale and retail funding base.

### **Liquidity Coverage Ratio and Net Stable Funding Ratio**

The Liquidity Coverage Ratio ("LCR") is a 30-day stress test that requires banks to hold sufficient high-quality liquid assets to cover envisaged net outflows. These outflows are calibrated using prescribed Basel III factors applied to assets and liabilities in a static run-off model. Basel III definitions are used to identify high-quality liquid assets.

A ratio of 100% or more represents compliance in terms of the Basel III requirements. Compliance with the LCR came into effect on 1 January 2015, with a minimum required ratio of 60%, increasing to 100% by 2019.

Further detailed disclosure of the components of the LCR ratio is available on the Issuer's website under [www.capitecbank.co.za/investor-relations](http://www.capitecbank.co.za/investor-relations) under the header "Banks Act Public Disclosure".

The Net Stable Funding Ratio ("NSFR") is designed to ensure closer matching of long-term asset cash flows with long-term funding cash flows. A ratio of 100% or more represents full Basel III compliance. Full Basel III compliance is required by 2018.

Early compliance with the LCR and NSFR liquidity ratios by the Issuer underscores the Issuer's conservative approach to liquidity management, and the Issuer continues to comfortably comply with the LCR and NSFR liquidity ratios.

See "*The Basel III Accord and Capital Adequacy*" below.

### **Capital management**

The Issuer is subject to the capital adequacy requirements set out in the Capital Regulations, which provide for a minimum target ratio of capital to risk-adjusted assets, which could limit its operations. Any failure by the Issuer to maintain its ratios may result in sanctions against the Issuer which may in turn impact on its ability to fulfil its obligations under the Notes.

Risk management and capital management are directly linked. Risk capital must be held as a reserve for all residual risks that remain after cost-effective risk management techniques, provisioning and risk mitigation, have been applied. Residual risk exists as there is potential for unexpected losses, as well as volatility in the losses expected, to occur in the future that are not captured in terms of IFRS.

The Issuer retains capital not only for risk on the existing portfolio, but also to support risk arising from planned growth.

Both supply and demand factors impact capital adequacy and must be managed. Supply-side risk relates to procuring appropriate capital resources at appropriate pricing and times, to maintain capital buffers at the stipulated requirements of regulators and meet the expectations of shareholders and rating agencies. Management of demand-side risk involves monitoring the growth in risk-weighted assets which drives the growth in the regulatory and own internal capital requirements.

The Issuer's principal policies when managing capital are as follows:

- To ensure that return on capital targets are achieved through efficient capital management, thus meeting shareholders' expectations, while ensuring that adequate capital is available to support the growth of the business.
- To ensure that there is sufficient risk capital, and a capital buffer for unexpected losses, to protect depositors and shareholders and ensure sustainability through the business cycle.

This approach prevents the adoption of high-risk/high-reward strategies and safeguards long-term sustainability while maintaining satisfactory returns for all stakeholders. Implicit in this approach is compliance with the prudential requirements of the Banks Act and the maintenance of a strong capital base to support the development and growth of the Issuer's business.

ALCO assesses capital adequacy on a monthly basis and reports to the RCMC quarterly. Emphasis is placed on the accuracy of the capital forecast which is rebased on most recent month's actual data and key forward-looking assumptions are adjusted monthly as is necessary. Capital adequacy and the use of regulatory capital are reported to the SARB monthly, in line with the requirements of the Banks Act.

The Issuer aims to raise capital when conditions are conducive and the sustainability, reputation and price optimisation benefits offset any carrying cost.

The leverage ratio acts as a capital floor to the Basel III risk-adjusted capital adequacy framework.

See "*The Basel III Accord and Capital Adequacy*" below.

#### **Operational risk**

Operational risk is the risk of inadequate or ineffective processes of internal control. Operational risk is also the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. This definition includes legal risk but excludes strategic and reputation risks. Legal risk includes, but is not limited to, exposure to fines, penalties or punitive damages resulting from legal actions and private settlements.

The daily operations of the Issuer may result in financial loss, adverse regulatory consequences or reputational damage due to a variety of operational risks including business decisions, technology risk (including business systems failure), fraud, compliance with legal and regulatory obligations, counterparty performance under outsourcing arrangements, business continuity planning, legal and litigation risk, data integrity and processing risk, managing conflicts of interests and key person risk.

The management of operational risk is inherent in the day-to-day execution of duties by the Issuer's management and is a central element of the management process. Management is responsible for developing and maintaining control environments to mitigate the operational risks inherent in the business.

Risk assessment, loss data collection and the tracking of risk indicators are utilised to raise awareness of operational risk and to enhance the internal control environment with the ultimate aim of reducing losses within the accepted risk appetite. Additional related processes include the continuous consideration of the business environment and consistent review of internal control factors, as well as the analysis of operational risk causes.

#### ***Failure of systems and breaches of security systems***

The Issuer relies on the proper functioning of its systems which may fail as a result of hardware or software failure or power or telecommunications failure. The occurrence of such a failure may not be adequately covered by its business resumption and disaster recovery planning. Any significant degradation or failure of the Issuer's information, processing or trading systems could result in the Issuer failing to complete transactions on a timely basis, could have an adverse effect on its business, results of operations and financial condition or could give rise to adverse regulatory and reputational consequences for the Issuer's business.

The secure storage, use and transmission of confidential information are critical elements of the Issuer's operations. The Issuer's networks and systems may be vulnerable to unauthorised access and other security problems. The Issuer cannot be certain that its existing security measures will prevent breaches including break-ins, viruses or disruptions. Persons that circumvent the security measures could use the Issuer's or its client's confidential information wrongfully which could expose it to a risk of loss, adverse regulatory consequences or litigation.

#### ***Key personnel***

The Issuer's performance is dependent on the talents and efforts of key personnel, some of whom may have been employed by the Issuer for a substantial period of time and have developed with the business. The Issuer's continued ability to compete effectively and further develop its businesses also depends on its ability to attract new employees. In relation to the development and training of new staff, the Issuer is reliant on the continued development of the educational sector within South Africa, including

access to facilities and educational programmes by its future employees. The Issuer has implemented programmes to attract new employees and equip them with appropriate skills.

#### **Legal, regulatory and tax risk**

The Issuer's business in South Africa is highly regulated. Regulatory agencies have broad jurisdiction over many aspects of the Issuer's business, including capital adequacy, prudential and liquidity requirements (see "*The Basel III Accord and Capital Adequacy*" below), premium rates, marketing and selling practices, advertising, licensing agents, policy forms, terms of business and permitted investments. Failure to comply with legal and regulatory requirements, including fiscal provisions, or government policies, may have an adverse effect on the Issuer and its reputation among customers and regulators in the market.

Regulators of the Issuer include the Bank Supervision and Financial Surveillance Departments of the SARB, the National Credit Regulator, the JSE and the Financial Intelligence Centre. The Issuer is a member of the Payment Association of South Africa ("PASA") and is represented on multiple payment forums within PASA.

The Issuer may also be adversely affected by future changes in government policy, legal, regulatory and compliance requirements. In particular, any further change in regulation of the Issuer to increase the requirements for capital adequacy or liquidity (see "*The Basel III Accord and Capital Adequacy*" below), or a change in accounting standards, may have an adverse effect on the Issuer's business. Future fiscal developments or changes to fiscal laws in South Africa may also have a material adverse effect on the Issuer and on its business.

It is not possible to predict what further future regulatory or related changes may result from a global economic crisis or the effect any such changes would have on the Issuer and its business.

The Issuer is also exposed to the risk of inappropriate or inadequate documentation of contractual relationships.

#### **Competitive landscape**

The Issuer is subject to competition from other banks and lenders operating in South Africa, including competitors that may have greater financial and other resources and, in certain markets, from international banks. Competition may increase in some or all of the Issuer's principal markets and may have an adverse effect on its financial condition and the results of its operations.

#### **Market conditions**

The performance of the Issuer is significantly influenced by the performance of the economy in South Africa, which in turn is influenced by global economic factors, such as oil and commodity prices, exchange rates and the levels of growth in South Africa's main trading partners.

A deterioration in the global economic markets could result in a general reduction in business activity and a consequent loss of income for the Issuer. A reduction in business activity or a downturn in the economic environment in South Africa could also cause a higher incidence of impairments in the Issuer's lending portfolios which could have an adverse effect on its financial condition and results of operations. This is a sector-wide risk that is not isolated to the Issuer.

#### **Terrorist acts**

Terrorist acts, and other acts of war or hostility and responses to those acts, may create economic and political uncertainties, which could have a negative impact on South Africa, and international economic conditions generally, and more specifically on the business and results of operations of the Issuer in ways that cannot be predicted.

#### **Exchange control**

Since 1995, certain exchange controls in South Africa have been relaxed. The extent to which the South African Government ("**Government**") may further relax such exchange controls cannot be predicted with certainty, although the Government has committed itself to a gradual approach of relaxation. Further relaxation, or abolition of exchange controls, may precipitate a change in the capital flows to and from South Africa. If the net result of this were to cause large capital outflows, this could adversely affect the Issuer's business and it could have an adverse effect on the financial condition of the Issuer as a whole. In the event of the immediate abolition of exchange control there may be a sudden increase in demand for foreign currency. Because South Africa has a fully floating exchange rate and a flexible interest rate policy, this could result in a rapid depreciation of the Rand exchange rate which could serve to stem the flight and could also result in an increase in interest rates due to the depreciation of the Rand.

### **THE BASEL III ACCORD AND CAPITAL ADEQUACY**

#### **General**

Basel III provides, among other things, for 3 "tiers" of Regulatory Capital: (i) Common Equity Tier 1 Capital, (ii) Additional Tier 1 Capital and (iii) Tier 2 Capital.

On and with effect from 1 January 2013 and 10 December 2013, respectively, Basel III was adopted and implemented in the South African regulatory framework, with various phase-in and transitional arrangements until 1 January 2019 (see "*South African implementation of Basel III*" below).

The International BCBS Basel III quantitative impact studies ("QIS") enable selected banks to report figures to enable the Basel Committee on Banking Supervision ("BCBS") to assess the impact of Basel III. These QIS reports are submitted on a bi-annual basis. The Issuer has participated fully in the QIS process.

#### Circulars, guidance notes and directives

Basel III, the Regulations Relating to Banks and the fact that the Banks Act has only recently been amended to provide for the full implementation of the Basel III Accord in South Africa, have introduced a number of uncertainties (see "*South African implementation of Basel III*" – "*Uncertainties*" below).

The Relevant Authority has endeavoured to address these uncertainties by issuing, on a periodic basis, circulars, guidance notes and directives in terms of section 6 of the Banks Act.

In terms of section 6(4) of the Banks Act, the Relevant Authority may from time to time "by means of a circular furnish banks ... with guidelines regarding the application and interpretation of the provisions of [the Banks] Act". Section 6(4) of the Banks Act provides that the Relevant Authority may from time to time "by means of a guidance note furnish banks ... with information in respect of market practices or market or industry developments within or outside [South Africa]". In terms of section 6(6)(a) of the Banks Act, the Relevant Authority may from time to time "after consultation with the relevant bank ....., issue a directive to such a bank ....., either individually or collectively, regarding the application of the [Banks] Act".

#### Main changes

The main changes under Basel III are summarised as follows:

- Basel III provides for tighter definitions of what constitutes acceptable regulatory capital. Basel III places enhanced emphasis on the consistency and quality of capital and on curtailing, among other things, liquidity risk. From a capital perspective the most heavily impacted banks are likely to be those with relatively large capital market businesses, particularly trading activities, complex securitisations, over-the-counter derivatives (counterparty credit risk) and securities lending.
- Basel III allocates a higher regulatory capital value to shareholders' equity than to subordinated loss-absorbing debt, preference shares and hybrid capital. For example, it is expected that Tier 2 Capital will be allowed to constitute less than the current 33% of a bank's overall capital
- Basel III has introduced two new buffers: a capital conservation buffer of 2.5% (if a bank's capital adequacy ratios fall below the minimum required ratio, including this buffer, the bank will be subject to dividend and bonus restrictions) and a countercyclical buffer that ranges between 0% and 2.5%, depending on whether the rate of credit extension exceeds the growth of the real economy. These buffers are due to be phased in from 2016, but market expectations could lead to earlier compliance.
- Basel III provides for a new maximum leverage ratio.
- Basel III has introduced two new minimum liquidity standards – the liquidity coverage ratio ("LCR") and the net stable funding ratio ("NSFR"). From a liquidity perspective, many banks, domestic and foreign, now meet the LCR requirements following the BCBS announcement on the 06 January 2013. However, based on industry estimates, compliance with the NSFR remains structurally challenging and the Basel Committee is likely to consider fundamental changes to the NSFR well ahead of its targeted implementation date of January 2018. Having finalised the LCR, the Basel Committee has formally announced that it will, as a matter of priority, now focus on the NSFR over the next two years.
- Basel III also provides for enhanced capital requirements for derivatives, repurchase and securities financing transactions.

Although not required nor utilised by the Issuer, meeting the LCR requirement was assisted by the announced amendments to the LCR by the BCBS on 6 January 2013. The amendments are positive in that they provide banks with a longer lead time to implement the LCR and have resulted in a broader definition of qualifying high-quality liquid assets ("HQLA") that can be held in the bank's liquidity buffers. Lastly, these amendments have resulted in reduced liquidity buffer requirements given refinements to various cash outflow assumptions in the LCR formula.

The South African Reserve Bank ("SARB") has approved the provision of a committed liquidity facility ("CLF") to assist banks to meet the LCR, as more fully set out in Guidance Note 08/2014 headed "*Provision of a committed liquidity facility by the South African Reserve Bank*" dated 9 December 2014 ("**Guidance Note 08/2014**"). In terms of Guidance Note 08/2014, among other things, each individual bank will be required to meet the level 1 HQLA requirement of the LCR on its own. The CLF is only available to banks with an LCR shortfall that is attributable to an inadequate supply of level 1 HQLA. This does not apply to the Issuer. The CLF is accepted at 40% of the total amount of HQLA that the particular bank is required to hold in Rand. For the purpose of entering into a facility agreement with SARB during the phase-in period (that is, for the years 2015 to 2018), the size of the CLF will be capped at 40% of the full HQLA requirement, as projected for the year in which the relevant application is made. Guidance Note 08/2014 also contains details of, among other things, acceptable collateral for the CLF.

The following Directives issued by SARB are the most recent Directives which are applicable to the LCR: Directive 6/2014 (*Matters related to liquidity risk and the liquidity coverage ratio*), Directive 7/2014 (*National discretion related to the liquidity coverage ratio*),



Directive 8/2014 (*Matters related to compliance with the liquidity coverage ratio (LCR)*) and Directive 11/2014 (*Liquidity coverage ratio: Scope of application and related disclosure requirements*).

Basel III is a minimum global standard and, accordingly, the relevant authority is not prevented from setting higher standards, as was done in South Africa with the implementation of Basel II.

The main impact of Basel III on South African banks is likely to be on the levels and composition of capital, the levels of highly marketable securities, liquidity risk and funding profiles and, accordingly, on the general cost of bank funding as banks look to optimally structure their Capital base and reform their funding models to meet the requirements of the new liquidity ratios. The Issuer does not envisage the need to restructure the way the bank is funded as inherently the Issuer meets the liquidity requirements due to the funding structure that the Issuer has always adopted.

#### **Loss absorption at the point of non-viability of the Issuer**

Basel III requires the implementation of certain loss absorbent criteria under certain non-viability circumstances, as set out in the Basel III Accord ("**Loss Absorption PONV Requirements**").

Under the Loss Absorption PONV Requirements, the terms and conditions of all instruments, the proceeds of the issue of which rank (or are intended to rank) as Tier 2 Capital or Additional Tier 1 Capital, as the case may be, must have a provision that requires such instruments, at the option of the Relevant Authority, to either be Written Off or Converted into "common equity" (that is, ordinary shares) upon the occurrence of the relevant Trigger Event unless, among other things, duly enforceable legislation is in place:

- that requires such instruments to be Written Off upon the occurrence of the Trigger Event; or
- that otherwise requires such instruments to fully absorb loss before taxpayers or ordinary depositors are exposed to loss.

As a minimum, the Trigger Event must be the earlier of:

- a decision that a Write Off, without which the issuing bank would become non-viable, is necessary, as determined by the Relevant Authority; and
- the decision to make a public sector injection of capital, or equivalent support, without which the issuing bank would have become non-viable, as determined by the Relevant Authority.

On the basis of the implementation of the Loss Absorption PONV Requirements, Subordinated Notes will be subject to Write-Off or Conversion upon the occurrence of the Trigger Event, which may result in the Subordinated Noteholders losing some or all of their investment. The occurrence of the Trigger Event or any suggestion of any such occurrence could materially adversely affect the market price of the Subordinated Notes.

#### **South African implementation of Basel III**

##### ***Regulations Relating to Banks and the Banks Amendment Act, 2013***

The amended Regulations Relating to Banks came into operation on 1 January 2013 and provide, among other things, for the partial implementation of the Basel III Accord in South Africa and the requirements with which specified categories of Capital Instruments must comply in order for the proceeds of the issue thereof to rank as Tier 2 Capital or Additional Tier 1 Capital. These amended Regulations Relating to Banks were further amended, with effect from 1 April 2015, by Government Notice No R. 261 published in *Government Gazette* No. 38616, dated 27 March 2015.

The required amendments to the Banks Act to provide, among other things, for the full implementation of the Basel III Accord in South Africa, were promulgated and came into force on 10 December 2013. These amendments are contained in the Banks Amendment Act, 2013, published in *Government Gazette* No. 37144 of 10 December 2013.

##### ***Capital Regulations***

The Capital Regulations include (i) legislation (including the Banks Act and/or any statutory bail-in option under South African law) then in effect in South Africa, (ii) regulations (including the Regulations Relating to Banks) then in effect in South Africa, (iii) the Circulars (including, without limitation, Circular C6/2014), Guidance Notes (including, without limitation, Guidance Note 07/2013) and Directives then in effect in South Africa issued by the Relevant Authority, which legislation, regulations, Circulars, Guidance Notes and Directives relate to and/or provide for the implementation of the Basel III Accord in South Africa.

##### ***Relevant Authority***

The Relevant Authority for purposes of Basel III in South Africa will be the Registrar of Banks or such other governmental authority in South Africa (if any) as will have the responsibility of making decisions relating to the declaration of a bank as being non-viable, with the effect of triggering loss absorption within the relevant Capital Instruments.

##### ***Loss Absorption PONV Requirements***

For purposes of the implementation of the Basel III Accord (or the applicable provisions thereof) in South Africa, the Loss Absorption PONV Requirements are currently contractual in nature and the relevant contractual provisions are set out in the Regulations

Relating to Banks as read with Guidance Note 07/2013 (see "Guidance Note 07/2013" below).

However, it is expected that duly enforceable legislation will be enacted in South Africa that will provide for, among other things, the Loss Absorption PONV Requirements (see "Guidance Note 07/2013" and "Recovery and Resolution Legislation" below).

### **Uncertainties**

Basel III, the Regulations Relating to Banks and the fact that the Banks Act has only recently been amended to provide for the full implementation of the Basel III Accord in South Africa, have introduced a number of uncertainties. Some of these uncertainties are summarised below:

Regulations 38(13)(b)(iv)(E) and 38(14)(a)(iv)(F) of the Regulations Relating to Banks provide that Subordinated Notes "*shall not be held or acquired by the bank or any person related to or associated with the bank, or over which the bank exercises or may exercise control or significant influence*". There is uncertainty regarding the interpretation and ambit of this provision. Circular C6/2014 headed "*Interpretation of specified conditions for the issuing of instruments or shares which rank as additional tier 1 capital and tier 2 capital*", dated 2 June 2014 ("**Circular C6/2014**") clarifies some (but not all) of this uncertainty (see "Circular C6/2014" below).

There is uncertainty regarding the purely "discretionary" nature of the Trigger Event provided for in Regulations 38(13)(b) and 38(14) of the Regulations Relating to Banks and the criteria that will be taken into account by the Relevant Authority in determining the Trigger Event.

Regulations 38(13)(b) and 38(14) of the Regulations Relating to Banks provide that the Write-Off or Conversion must occur "*upon the occurrence of the trigger event specified in writing by the [Relevant Authority]*". Currently, there is nothing in Regulations 38(13)(b) and 38(14) of the Regulations Relating to Banks that requires the Relevant Authority to notify the Issuer or the relevant Subordinated Noteholders that the Trigger Event has occurred.

It is not clear from Regulations 38(13)(b) and 38(14) of the Regulations Relating to Banks whether the Issuer may select the Conversion or the Write-Off option upfront or whether the option will be determined by the Relevant Authority at the occurrence of the Trigger Event.

There are a number of uncertainties relating to the Conversion option, such as the nature of the ordinary shares into which Subordinated Notes must be Converted and the valuation of these ordinary shares.

Guidance Note 07/2013 headed "*Loss absorbency requirements for Additional Tier 1 and Tier 2 capital instruments*" dated 18 October 2013 ("**Guidance Note 07/2013**") clarifies some (but not all) of the uncertainties described above (see "Guidance Note 07/2013" below).

### **Circular C6/2014**

In terms of Regulations 38(13)(b)(iv)(E) and 38(14)(a)(iv)(F) of the Regulations Relating to Banks ("**relevant Regulations**"), no Subordinated Notes "*may be held or acquired by the [Issuer] or any person related to or associated with the [Issuer] or over which the [Issuer] exercises or may exercise control or significant influence*".

There is uncertainty regarding the interpretation and ambit of the relevant Regulations, particularly in light of the fact that, where Conversion applies to a Tranche of Subordinated Notes upon the occurrence of the Trigger Event, the Controlling Company is obliged to acquire that Tranche of Subordinated Notes.

Circular C6/2014 clarifies some (but not all) of the uncertainty regarding the interpretation and ambit of relevant Regulations.

Circular C6/2014 provides that, in the context only of the relevant Regulations, "*associated*" "*relates to the relevant bank or controlling company or a related party over which the bank and/or controlling company exercises or may exercise control or significant influence. The term therefore excludes a shareholder of the bank or controlling company itself, as the bank or controlling company has no control or significant influence over such a shareholder*".

The term "*associated*" in the Circular C6/2014 extract above would appear to mean that in order for "*any person*" to be "*related to or associated with*" the Issuer, that person must be a person over which the Issuer and/or the Controlling Company "*exercises or may exercise control or significant influence*".

The phrase "*or over which the bank exercises or may exercise control or significant influence*" in the relevant Regulations would therefore now appear not to be a third category of restricted person but a qualification required for a person to be "*related to or associated with*" the Issuer and/or the Controlling Company.

It would appear (although this is not certain) that the relevant Regulations (as read with Circular C6/2014) allow the Controlling Company to purchase or acquire or hold Subordinated Notes.

It is clear that, in terms of the relevant Regulations (as read with Circular C6/2014), neither the Issuer nor any of its Subsidiaries (if any) may at any time purchase or acquire or hold Subordinated Notes. No other proscribed entity referred to in the relevant Regulations (as read with Circular C6/2014) may purchase or acquire or hold any Subordinated Notes.

### Guidance Note 07/2013

The Issuer understands the interpretation of Guidance Note 07/2013 (as read with Regulations 38(13) and 38(14) of the Regulations Relating to Banks) as at the Issue Date to be as follows:

- The Applicable Terms and Conditions of a Tranche of Subordinated Notes must contain a provision that requires that Tranche of Subordinated Notes, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), to either (i) be Written Off or (ii) be Converted to the most subordinated form of equity.
- The Issuer must clearly indicate in the Applicable Pricing Supplement relating to a Tranche of Subordinated Notes whether that Tranche of Subordinated Notes will, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), be Written Off or Converted. Accordingly, the Issuer may select and provide for the Conversion or the Write-Off option on the Issue Date.
- The Trigger Event for Additional Tier 1 Notes which are accounted as equity (if any) and Tier 2 Notes, respectively, will be the occurrence of the "trigger event" specified in writing by the Relevant Authority (as contemplated in Regulation 38(13)(b)(i) and Regulation 38(14)(a)(i), respectively, of the Regulations Relating to Banks); provided that, as a minimum, the aforesaid "trigger event" shall be the earlier of:
  - a decision that a write-off, without which the Issuer would become non-viable, is necessary, as determined by the Relevant Authority; or
  - the decision to make a public sector injection of capital, or equivalent support, without which the Issuer would have become non-viable, as determined by the Relevant Authority,

as contemplated in sub-paragraph (iii) of the proviso to Regulation 38(13)(b)(i) and sub-paragraph (iii) of the proviso to Regulation 38(14)(a)(i), respectively, of the Regulations Relating to Banks (see "*Determination and notification of Trigger Event*" below).

- The purely "discretionary" nature of the Trigger Event will therefore remain applicable to Additional Tier 1 Notes which are "accounted as equity" (if any) and Tier 2 Notes.
- The Trigger Event for Additional Tier 1 Notes which are accounted as liabilities will be the first to occur of the following events:
  - the occurrence of the "trigger event" specified in writing by the Relevant Authority (as contemplated in Regulation 38(13)(b)(i) of the Regulations Relating to Banks); provided that, as a minimum, the aforesaid "trigger event" shall be the earlier of:
    - a decision that a write-off, without which the Issuer would become non-viable, is necessary, as determined by the Relevant Authority; or
    - the decision to make a public sector injection of capital, or equivalent support, without which the Issuer would have become non-viable, as determined by the Relevant Authority,
 as contemplated in sub-paragraph (iii) of the proviso to Regulation 38(13)(b)(i) of the Regulations Relating to Banks (see "*Determination and notification of Trigger Event*" below); or
  - the CET1 Ratio of the Issuer is equal to or falls below 5.875% of risk-weighted exposures;
- The CET1 Ratio criterion for determining the occurrence of the Trigger Event is accordingly only relevant in determining the occurrence of the Trigger Event which will be applicable to Additional Tier 1 Notes which are "accounted as liabilities".
- The Relevant Authority will notify the Issuer in writing once the Relevant Authority determines that the Trigger Event has occurred (see "*Determination and notification of Trigger Event*" below).
- Notwithstanding the occurrence of the Trigger Event, the Relevant Authority has a Discretion to (i) take action and allow the Write-Off or Conversion to occur in order to effect an increase the CET1 Ratio such that the Issuer will be deemed by the Relevant Authority to be viable again or (ii) take no action and not require the Write-Off or Conversion to occur.
- Write-Off or Conversion of Subordinated Notes need only occur up until the point where the Issuer is deemed by the Relevant Authority to be viable again, as specified in writing by the Relevant Authority.
- In terms of statutory ranking, Additional Tier 1 Notes are likely to be Written Off or Converted prior to any Write-Off or Conversion of Tier 2 Notes. The Subordinated Notes to be Written Off or Converted at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority) will be determined by the Relevant Authority.
- The Relevant Authority will also determine whether, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), the Total Principal Amount or the Relevant Portion of the Principal Amount will be Written Off or Converted, such determination to be based on the book value of the relevant Subordinated Notes as reflected in the Issuer's financial statements or management accounts at the relevant time (with reference to the amount required to increase the CET1 Ratio

such that the Issuer will be deemed by the Relevant Authority to be viable again).

- Where, at the occurrence of the Trigger Event, the Relevant Authority determines that the Relevant Portion of the Principal Amount will be Written Off or Converted, then if, after the Write-Off or Conversion, the Subordinated Notes are to be redeemed pursuant to the Terms and Conditions, the amount of principal and accrued but unpaid interest to be paid to the Subordinated Noteholders pursuant to such redemption must be irrevocably reduced by the Relevant Portion of the Principal Amount (plus accrued but unpaid interest on the Relevant Portion of the Principal Amount as at the occurrence of the Trigger Event).
- If the Issuer has both Tier 2 Notes and Other Tier 2 Capital Instruments in issue which are subject to Write-Off or Conversion, as applicable, the Tier 2 Notes and the Other Tier 2 Capital Instruments will be treated *pari passu*, and a partial Write-Off or Conversion may occur at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), up to the point where the Issuer is deemed by the Relevant Authority to be viable again, as specified in writing by the Relevant Authority.
- If the Issuer has both Additional Tier 1 Notes and Other Additional Tier 1 Capital Instruments in issue which are subject to Write-Off or Conversion, as applicable, the Additional Tier 1 Notes and the Other Additional Tier 1 Capital Instruments will be treated *pari passu*, and a partial Write-Off or Conversion may occur at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), up to the point where the Issuer is deemed by the Relevant Authority to be viable again, as specified in writing by the Relevant Authority.

*Conversion:*

Where Conversion applies to a Tranche of Subordinated Notes:

- If the Issuer Ordinary Shares are listed on an exchange, the ordinary shares into which the Subordinated Notes must be Converted must be Issuer Ordinary Shares.
- If the Issuer Ordinary Shares are not listed on an exchange and the Issuer is a wholly owned Subsidiary of the Controlling Company, the ordinary shares into which the Subordinated Notes must be Converted must (the relevant provision would appear to be mandatory) be Controlling Company Ordinary Shares.
- If the Issuer Ordinary Shares or the Controlling Company Ordinary Shares, as the case may be, are listed on an exchange, the conversion price of the Issuer Ordinary Shares or the Controlling Company Ordinary Shares, as the case may be, will be the greater of:
  - the arithmetic mean (that is, the volume weighted average price) of the Issuer Ordinary Shares or the Controlling Company Ordinary Shares, as the case may be, for the 5 (five) consecutive dealing days immediately prior to the occurrence of the Trigger Event, as published by that exchange; or
  - 20% of the closing value of the Issuer Ordinary Shares or the Controlling Company Ordinary Shares, as the case may be, as at the Issue Date, as published by that exchange.
- If neither the Issuer Ordinary Shares nor the Controlling Company Ordinary Shares are listed on an exchange, the ordinary shares into which the Subordinated Notes must be Converted must be Issuer Ordinary Shares and the conversion price of the Issuer Ordinary Shares Issuer will be 20% of the book value of the Issuer Ordinary Shares as at the Issue Date.
- The Applicable Terms and Conditions of a Tranche of Subordinated Notes to which Conversion is applicable must include the number (or a formula to determine the number) of Issuer Ordinary Shares or Controlling Company Ordinary Shares, as the case may be, to be issued to the Noteholders of that Tranche of Subordinated Notes at the occurrence of the Trigger Event.
- Where, at the occurrence of the Trigger Event, the Conversion of a Tranche of Subordinated Notes (i) cannot be undertaken for any reason or (ii) is not irrevocable or (iii) will not result in an immediate increase in the CET 1 Ratio, then that Tranche of Subordinated Notes must, instead of being Converted, be Written Off in order to effect an increase the CET1 Ratio such that the Issuer will be deemed by the Relevant Authority to be viable again.

*Write-Off:*

Where Write-Off applies to a Tranche of Subordinated Notes:

- The Unpaid Amount must be Written Off permanently with no provision for a write-up once the Issuer becomes viable again.
- If compensation is to be paid to the relevant Subordinated Noteholders as a result of the Write-Off, such compensation must be paid to the relevant Subordinated Noteholders in the form of Issuer Ordinary Shares or Controlling Company Ordinary Shares, as the case may be.

*Recovery and Resolution Legislation:*

- SARB and the National Treasury are in the process of implementing a statutory bail-in option under South African law

("Recovery and Resolution Legislation") (see "Recovery and Resolution Legislation" below).

- The Applicable Terms and Conditions of a Tranche of Subordinated Notes are likely to remain in force for Subordinated Notes issued prior to the introduction of the Recovery and Resolution Legislation.
- The Issuer has the option to provide in the Applicable Terms and Conditions that, once the Recovery and Resolution Legislation is promulgated and comes into force, if any provisions of the Applicable Terms and Conditions and the relevant Applicable Pricing Supplement conflict with any provisions of the Recovery and Resolution Legislation, those provisions of the Recovery and Resolution Legislation will automatically replace those provisions of the Applicable Terms and Conditions and the relevant Applicable Pricing Supplement, and the proceeds of the issue of the relevant Tranche of Subordinated Notes will continue to rank as Tier 2 Capital or Additional Tier 1 Capital, as the case may be.

Condition 10 (*Occurrence of the Trigger Event*) is based on (or extracted from) Regulations 38(13) and 38(14) of the Regulations Relating to Banks as at the Programme Date as read with Guidance Note 07/2013.

#### **Determination and notification of Trigger Event**

The Relevant Authority has considerable discretion as to whether or not a Trigger Event has occurred. In relation to the Loss Absorption PONV Requirements which are applicable to Subordinated Notes, the Relevant Authority has discretion to determine whether or not (i) a Write-Off or Conversion (as applicable) or (ii) a public sector injection of capital, is required in order to avoid the Issuer ceasing to be viable.

The Regulations Relating to Banks (as read with Guidance Note 07/2013) which implement the Loss Absorption PONV Requirements also provide that the Trigger Event must "*as a minimum*" be the earlier of (a) a decision that a Write-Off, without which the Issuer would become non-viable, is necessary, as determined by the Relevant Authority or (b) the decision to make a public sector injection of capital, or equivalent support, without which the Issuer would have become non-viable, as determined by the Relevant Authority. This wording appears to grant the Relevant Authority discretion to determine a Trigger Event that may occur earlier than the events specified in (a) and (b). Subordinated Noteholders are therefore exposed to the risk that their Subordinated Notes may be Written-Off or Converted (as applicable) (whether in whole or in part), before either (a) or (b) applies.

Whilst Guidance Note 07/2013 contemplates that further legislative guidance will be provided in due course, as at the Programme Date the Issuer cannot give any further assurances as to what any such Trigger Event will be, or the implications for Subordinated Noteholders.

Moreover, in relation to Additional Tier 1 Notes which are "accounted as liabilities", neither the Regulations Relating to Banks nor Guidance Note 07/2013 prescribe whether it is the Relevant Authority or the Issuer who is ultimately responsible for determining the CET 1 Ratio of the Issuer. Whilst the Issuer regularly publishes its CET 1 Ratio in both its annual and half yearly financial statements, it is not certain that the Relevant Authority will necessarily agree with the Issuer's determination of its CET 1 Ratio from time to time, and the Relevant Authority may carry out its own assessment of the Issuer's CET 1 Ratio before determining that a Trigger Event has occurred.

It is also uncertain as to the time period that may elapse between the Relevant Authority's determination that a Trigger Event has occurred and its communication of that decision to the Issuer. Whilst the Issuer expects that any such notification would be made swiftly in order to ensure market stability, the Relevant Authority is not required to act within any particular time period. Because the Write Off or Conversion (as applicable) is specified to occur as at the date of the Trigger Event (and not the date on which the Relevant Authority notifies the Issuer of the occurrence of the Trigger Event), there is a risk that there will be a delay between the Relevant Authority's decision to require a Write-Off or Conversion (as applicable) and the Issuer being able to notify Subordinated Noteholders of the occurrence of the Trigger Event.

#### **Recovery and Resolution Legislation**

The Recovery and Resolution Legislation is expected to implement a statutory bail-in option under South African law, although the scope and timing of any such measures are uncertain. The bail-in option is likely to empower the Relevant Authority to recapitalise a failed financial institution by allocating losses to its shareholders and unsecured creditors in a manner that respects the hierarchy of claims in an insolvency of the relevant financial institution, consistent with shareholders and creditors of the relevant financial institution not receiving less favourable treatment than they would have done in insolvency. The bail-in option may include the power to cancel a liability or modify the terms of contracts for the purposes of reducing or deferring the liabilities of the Issuer (including both senior and subordinated liabilities) and the power to convert a liability from one form to another.

Although not certain, the conditions for use of the bail-in option are likely to be, in summary, that (i) the Relevant Authority determines that the Issuer is failing or is likely to fail, (ii) it is not reasonably likely that any other action can be taken to avoid the Issuer's failure and (iii) the Relevant Authority determines that it is in the public interest to exercise the bail-in option. Any future bail-in option exercised by the Relevant Authority in respect of the Subordinated Notes is likely to involve the exercise of some discretion by the Relevant Authority, and could potentially result in a Subordinated Noteholder losing part of, or the entire value of, its investment in Subordinated Notes.

As the Recovery and Resolution Legislation is yet to be passed, there is uncertainty as to the extent, if any, that due process rights or procedures will be provided to Subordinated Noteholders subject to the bail-in option when the final Recovery and Resolution

Legislation is implemented. Therefore, Subordinated Noteholders may have limited rights to challenge any decision of the Relevant Authority to exercise its bail-in option or to have that decision reviewed by a judicial or administrative process or otherwise.

#### **"Grandfathering" of capital instruments issued before 1 January 2013**

The Loss Absorption PONV Requirements implemented in South Africa do not apply retrospectively and, accordingly, some or all of the capital instruments issued by the Issuer before 1 January 2013 will be "grandfathered" (that is, phased out) over a ten-year period from 1 January 2013.

The ability of the Issuer to replace these capital instruments with capital instruments which comply with Basel III and, where applicable, the Loss Absorption PONV Requirements, over the ten year period is uncertain, and will depend on the extent to which the uncertainties regarding the Regulations Relating to Banks and the Banks Act have been resolved to enable the issue of such capital instruments in significant volumes, the appetite of the capital markets for capital instruments and the ability to issue such capital instruments at a price mutually acceptable to the Issuer and investors.

Bearing in mind the uncertainties referred to above, it is difficult for the Issuer to predict the precise effects of the changes that may result from the full implementation of Basel III in South Africa and/or what regulatory changes may be imposed in the future, or estimate, with accuracy, the impact that the full implementation of Basel III in South Africa and/or related regulatory changes that may be imposed in the future may have on the Issuer's business, the products and services it offers and the values of its assets. If, for example, the Issuer were required to make additional provisions, increase its reserves or capital, or exit or change certain businesses, as a result of the full implementation of Basel III in South Africa and/or related regulatory changes that may be imposed in the future, this could have an adverse effect on the Issuer's business, financial condition and results of operations.

Notwithstanding the above, the Issuer has internally assessed and provided, to the best of its ability, for the anticipated budgetary impacts of the full implementation of Basel III in South Africa.

#### **Capital adequacy requirements**

##### **General**

The Issuer is subject to the capital adequacy requirements set out in the Banks Act, as read with the Regulations Relating to Banks, which provide for a minimum target ratio of capital to risk-adjusted assets, which could limit its operations (see "*South African implementation of Basel III*" above).

The Issuer must, in terms of the Banks Act, as read with the Regulations Relating to Banks (see "*South African implementation of Basel III*" above) and Directive 05/2013 (see "*Directive 05/2013*" below), maintain a minimum level of capital based on risk-adjusted assets and off-balance-sheet exposures.

Any failure by the Issuer to maintain its capital adequacy ratios may result in sanctions against the Issuer which may in turn impact on its ability to fulfil its obligations under the Notes.

##### **Directive 05/2013**

A summary of certain of the provisions of Directive 05/2013 dated 26 April 2013 ("*Directive 05/2013*") is set out below:

Directive 05/2013 informs banks of matters related to the prescribed minimum required capital ratios and the application of various components of the minimum required capital ratios such as the systemic risk capital requirement ('Pillar 2A'), the domestic systemically important bank ('D-SIB') capital requirement, the countercyclical buffer range and the capital conservation buffer range. Directive 05/2013 also details the phase-in requirements for the prescribed minimum required capital ratios.

Annexure A of Directive 05/2013 stipulates the various capital tiers, together with various related elements specified in the Regulations Relating to Banks and in the Basel III Accord, including the systemic risk capital requirement ('Pillar 2A'), the bank-specific individual capital requirement ('ICR', also known as 'Pillar 2B'), and the phasing in of the related minimum requirements. The phase-in arrangements for the minimum requirements are set out in Annexure B of Directive 05/2013.

Regulation 38(8)(e)(ii) of the Regulations Relating to Banks prescribes that the capital requirement for systemic risk (that is Pillar 2A) will be specified by the Relevant Authority. The Pillar 2A requirement may therefore also be revised from time to time.

The Pillar 2A capital requirement was set at 1.5% of risk-weighted exposures (1% covered by Common Equity Tier 1 Capital and a further 0.5% by Additional Tier 1 Capital) for all banks at a total capital level with effect from 1 January 2013, after which it was increased to 2.0%. In order to ensure that factors related to systemic risk are not double counted, the Pillar 2A capital requirement will be adjusted during the phase-in period of the higher loss absorbency ('HLA') requirement for D-SIBs, which will come into effect from 1 January 2016, resulting in an appropriate reduction in some components of the Pillar 2A requirement over time.

Banks are notified that the combined total capital-adequacy requirement in respect of the Pillar 2A and the HLA requirement for D-SIBs will not exceed 2% for Common Equity Tier 1 Capital, 2.5% for Additional Tier 1 Capital and 3.5% in respect of the total capital adequacy ratio.

Banks should maintain an additional discretionary capital buffer above the specified minimum requirements, as envisaged in Regulation 38(8)(e)(vii) of the Regulations Relating to Banks, to ensure that the execution of internal business objectives or the



occurrence of adverse external environmental factors do not prevent banks from operating above the relevant minima. The Relevant Authority will continue to monitor and assess the adequacy of this internal buffer against a bank's strategy, risk profile and levels of capital.

Banks are advised to take note of the fact that guidance will be provided on specific aspects of the new capital framework, should it become necessary, after the BCSB has finalised the consultative processes which are currently still under way.

Annexures A and B of Directive 05/2013 provide, among other things, for the capital adequacy ratios for 2016:

- **CET 1 Capital Requirement:** Minimum CET1 Ratio (per Basel III) = 4.5%; Pillar 2A for CET1 = 1.75; Minimum CET1 plus Pillar 2A =  $[4.5\% + 1.75\%] = 6.25\%$ ; Phasing in of D-SIB requirements at CET1 level = 25%; Capital conservation buffer = 0.625%; Countercyclical buffer (maximum % if imposed) = 0.625%.
- **Tier 1 Capital Requirement:** Minimum Tier 1 Ratio (per Basel III) = 6%; Pillar 2A for T1 = 1.5%; Minimum T1 plus Pillar 2A =  $[6\% + 1.5\%] = 7.5\%$ ; Phasing in of D-SIB requirements at Tier 1 level = 25%.
- **Total Capital Requirement:** Minimum Total Capital Ratio (per Basel III) = 8.0%; Pillar 2A for Total Capital = 1.75%; Minimum Total Capital plus Pillar 2A =  $[8\% + 1.75\%] = 9.75\%$ ; Phasing in of specified D-SIB charge at Total Capital level = 25%.

These minimum 2016 capital requirements exclude any bank-specific individual capital requirement ('ICR', also known as 'Pillar 2B') for 2016.

The required minimum capital requirements will be phased in over a number of years and, as such, will change annually based on Directive 05/2013 (or any other relevant guidance note to be issued in the future by the Relevant Authority).

It is difficult for the Issuer to predict the precise effects of the changes that may result from the implementation of Basel III on the Issuer's calculations of capital, the impact of these revisions on other aspects of its operations or the impact on the pricing of the Notes.

## GENERAL RISKS RELATING TO THE NOTES

### Investment suitability

Investors in the Notes should have (either alone or with the help of a financial adviser) sufficient knowledge and experience in financial and business matters to meaningfully evaluate the merits and risks of investing in a particular issue of Notes and the information contained in or incorporated by reference into this Programme Memorandum, as well as access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their particular circumstances

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor in the Notes should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Programme Memorandum;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such an investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor in Notes should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

### Exchange rate risks and exchange controls

All payments (whether in respect of principal, interest or otherwise) in respect of a Tranche of Notes will be made in the Specified Currency. If a Tranche of Notes is denominated in a Specified Currency other than ZAR, certain risks may arise relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit ("**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the

Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency will decrease (a) the Investor's Currency-equivalent yield on the Notes, (b) the Investor's Currency equivalent value of the principal payable on the Notes and (c) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, Noteholders may receive less interest or principal in respect of the Notes than expected, or no interest or principal.

#### **Legal investment considerations may restrict certain investments**

The investment activities of certain investors in the Notes are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor in the Notes should consult its legal advisers to determine whether and to what extent (a) the Notes are legal investments for it, (b) the Notes can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of the Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

#### **Meetings of Noteholders**

The Terms and Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who do not attend and vote at the relevant meeting and Noteholders who vote in a manner contrary to the majority.

#### **Change of law**

This Programme Memorandum, the Notes and the Applicable Terms and Conditions will be governed by, and construed in accordance with, the laws of South Africa. No assurance can be given as to the impact of any possible judicial decision or change to South African law or administrative practice in South Africa after the Programme Date.

#### **Rating**

The Programme is not rated. The Applicable Pricing Supplement will reflect the Rating which has been assigned to the Issuer as well as the Rating Agency or Rating Agencies which assigned such Rating. The Issuer will procure that any change to the Rating of the Issuer that occurs after the Programme Date is announced on SENS.

A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. Unrated Tranches of Notes may also be issued. The Applicable Pricing Supplement will reflect the Rating, if any, which has been assigned to a Tranche of Notes, as well as the Rating Agency or Rating Agencies which assigned such Rating or Ratings.

Neither a Rating of the Issuer nor a Rating of a Tranche of Notes is a recommendation to subscribe for, buy, sell or hold any Notes, inasmuch as, among other things, a Rating does not comment on the market price or suitability of the Notes for a particular investor.

A Rating of a Tranche of Notes only addresses the likelihood that the aggregate outstanding Principal Amount of Notes in that Tranche will be fully repaid by the Maturity Date (if any) and that the interest (if any) payable in respect of such Notes will be paid on a timely basis. A Rating of a Tranche of Notes does not address the likelihood of repayment of the aggregate outstanding Principal Amount of such Notes before the Maturity Date (if any).

A Rating of the Issuer and/or a Tranche of Notes may be subject to suspension, reduction or withdrawal at any time by the assigning Rating Agency and, accordingly, there can be no assurance that a Rating of the Issuer and/or a Tranche of Notes will remain for any given period of time or that a Rating will not be lowered or withdrawn entirely by the Rating Agency if, in its judgment, circumstances in the future warrant such action.

There can be no assurance of any connection between a Rating on a national scale basis and a Rating on an international scale basis.

A Rating assigned to the Issuer and/or a Tranche of Notes by a rating agency that has not been requested by the Issuer to do so, may be lower than the equivalent Rating of the Issuer and/or that Tranche of Notes assigned by the Rating Agency, or such rating agency may rate the Issuer and/or a Tranche of Notes on an international scale basis which may be lower than the Rating on a national basis assigned to the Issuer and/or that Tranche of Notes by the Rating Agency. Any adverse change in the Rating of the Issuer and/or a Tranche of Notes could adversely affect the trading price of all or any of the Notes.

#### **Listing of Registered Notes and limited liquidity**

The Issuer may issue listed or unlisted Registered Notes. The continued listing of any Tranche of Registered Notes listed on the Interest Rate Market of the JSE and/or on any other Financial Exchange/s is subject to the rules of the relevant Financial Exchange/s in force from time to time. There can accordingly be no assurance that the listing of any Tranche of Registered Notes will continue until the Maturity Date (if any).

There may be a limited secondary market for the Notes. There can be no assurance that any secondary market for any of the Notes will continue until the Maturity Date (if any). Generally, Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited

categories of investors will have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes. Consequently, a subscriber or purchaser must be prepared to hold its Notes until the Maturity Date (if any).

In addition, global credit market conditions may lead to a general lack of liquidity in the secondary market for instruments similar to the Notes. Such lack of liquidity may result in investors in the Notes suffering losses in secondary re-sales even if there is no decline in the performance of the assets of the Issuer.

Noteholders that trade in interest-bearing Notes during the period that the Register is closed prior to each Interest Payment Date, will need to reconcile any amounts payable on the following Interest Payment Date pursuant to a partial redemption of the Notes. As a result, secondary market liquidity of the Notes may reduce during this period.

Subordinated Notes are, as at the Programme Date, relatively new securities.

If Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer.

#### **Registered Notes held in the Central Securities Depository**

Each Tranche of unlisted Registered Notes and each Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE will be issued in registered uncertificated form and will be held in the Central Securities Depository. The Noteholders of such Registered Notes (and the holders of Beneficial Interests in such Registered Notes) will have to rely on the CSD Procedures for transfer, payment and communication with the Issuer. Except in the circumstances described in the Terms and Conditions, the holders of Beneficial Interests in such Registered Notes will not be entitled to receive Certificates.

The Participants will maintain records of the Beneficial Interests in Registered Notes held in the Central Securities Depository. While Registered Notes are held in the Central Securities Depository, the holders of Beneficial Interests in such Registered Notes will be able to trade their Beneficial Interests only through the Central Securities Depository.

While Registered Notes are held in the Central Securities Depository, the Issuer will discharge its payment obligations under such Registered Notes by making payments to, or to the order of, the Central Securities Depository for distribution, via the Participants, to the holders of Beneficial Interests in such Registered Notes, in accordance with the CSD Procedures. A holder of a Beneficial Interest in Registered Notes must rely on the CSD Procedures to receive payments under such Registered Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, Beneficial Interests.

Holders of Beneficial Interests in Registered Notes must vote in accordance with the CSD Procedures. Holders of Beneficial Interests in Registered Notes must exercise their respective rights to vote through their respective Participants. The respective Participants will vote in accordance with the respective instructions conveyed to them by the respective holders of Beneficial Interests in Registered Notes, in accordance with the CSD Procedures.

The holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for Registered Notes represented by a Certificate in accordance with Condition 15.1 (*Exchange of Beneficial Interests*).

#### **Registered Notes represented by Certificates where the denominations involve integral multiples**

If the aggregate Principal Amount of Registered Notes held by a Noteholder is equivalent to a fraction of the Specified Denomination or a fraction of any multiple thereof, the Certificate representing such Registered Notes will be issued in accordance with, and be governed by, the Applicable Procedures.

A Noteholder which holds Registered Notes in an aggregate Outstanding Principal Amount which is less than the minimum Specified Denomination may not receive a Certificate in respect of such holding and may need to purchase an additional Principal Amount of Registered Notes such that its total holding of such Registered Notes amounts to the minimum Specified Denomination.

A Noteholder which holds Registered Notes which are represented by a Certificate should be aware that, where such Registered Notes have a denomination which is a fraction of the Specified Denomination or a fraction of any multiple thereof, such Registered Notes may be illiquid and difficult to trade.

#### **Recourse against the JSE**

Registered Notes that are not listed on the Interest Rate Market of the JSE are not regulated by the JSE. The holders of Registered Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE.

#### **Non-recourse obligations**

The Notes will be obligations solely of the Issuer. The Notes will not be obligations of, or the responsibility of, or guaranteed by, the Controlling Company or any other person.

#### **Tax considerations**

The Issuer has carried out (or will have carried out) all material steps reasonably necessary to ensure its general compliance with the current provisions of fiscal legislation (including the Income Tax Act, the Value-Added Tax Act and other fiscal provisions).

Disclosure of the transactions entered into by the Issuer will be accounted for in terms of current requirements but no assurance can be given that the views of these bodies will not differ from the treatment adopted by the Issuer from time to time.

A summary of the more important fiscal provisions which may impact on the Notes as at the Programme Date is set out in the section of this Programme Memorandum headed "Taxation". The summary does not constitute tax advice.

Potential investors in the Notes should, before making an investment in the Notes, consult their own professional advisers as to the potential tax consequences of, and their tax positions in respect of, an investment in the Notes.

No representation, warranty and/or undertaking is given by the Issuer (or any other person) in respect of the fiscal treatment of acquiring, holding and/or disposing of Notes, and no liability and/or responsibility is assumed or accepted by the Issuer (or any other person) for the fiscal treatment of any aspect of the Notes in the hands of any Noteholder.

#### **RISKS RELATING TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES**

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors in the Notes. The risks of a particular Tranche of Notes will depend on the Applicable Terms and Conditions of that Tranche of Notes, but may include, without limitation, the possibility of significant changes in the values of the applicable interest rates or other indices or formula. Prospective investors in the Notes could lose all or a substantial portion of their investment.

Such risks generally depend on factors over which the Issuer has no control and which cannot readily be foreseen, such as economic and political events and the supply of and demand for the relevant securities, assets or other property. Neither the current nor the historical price, value or performance of (a) the relevant interest rates or other indices or formulae, (b) the relevant classes of securities, assets or other property, or (c) the relevant entities should be taken as an indication of future price, value or performance during the term of any Tranche of Notes.

In addition, certain issues of Notes may not be an appropriate investment for investors in the Notes who are inexperienced with respect to:

- the applicable interest rate indices, currencies, other indices or formulas, or redemption or other rights or options; or
- investments where the amount of principal and/or interest payable (if any) is based on the price, value, performance or some other factor and/or the creditworthiness of one or more entities.

#### **Index Linked Notes**

The Issuer may issue Index Linked Notes where the Final Redemption Amount or interest or other interim amounts payable is dependent upon the level of an index or basket of indices. The index or basket of indices may be comprised of reference equities, bonds, other securities, property, currency exchange rate or other assets or bases of reference, and may be a well-known and widely published index or basket of indices or an index or basket of indices established by the Group or another entity which may not be widely published or available. An investment in Index Linked Notes will entail significant risks not associated with a conventional fixed rate or floating rate debt security.

The terms of Index Linked Notes may provide for amounts payable in respect of such Index-Linked Notes to be determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a "Relevant Factor"). Potential investors in Index Linked Notes should be aware that:

- the market price of such Index Linked Notes may be volatile;
- no interest may be payable on such Index Linked Notes;
- payments of principal or interest on such Index Linked Notes may occur at a different time or in a different currency than expected;
- the amount of principal payable at redemption may be less than the nominal amount of such Index Linked Notes or even zero;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- if a Relevant Factor is applied to Index-Linked Notes in conjunction with a multiplier greater than one, or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- the timing of changes in a Relevant Factor may affect the actual yield to Noteholders of Index Linked Notes, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The return payable on Index Linked Notes may not reflect the return a purchaser would realise if he or she actually owned the relevant assets comprising the components of the index. For example, if the components of the indices are shares, Holders will not receive any dividends paid on those shares and will not participate in the return on those dividends unless the relevant index takes

such dividends into account for purposes of calculating the relevant level. Similarly, Noteholders of Index Linked Notes will not have any voting rights in the underlying shares or any other assets which may comprise the components of the relevant index. Accordingly, Noteholders of Index Linked Notes may receive a lower payment upon redemption/settlement of such Index Linked Notes than such purchaser would have received if he or she had invested in the components of the index directly.

The sponsor of any index can add, delete or substitute the components of such index or make other methodological changes that could change the level of one or more components. The changing of components of any index may affect the level of such index as a newly added component may perform significantly worse or better than the company it replaces, which in turn may affect the amounts payable by the Issuer to the purchasers of the relevant Index Linked Notes. The sponsor of any such index may also alter, discontinue or suspend calculation or dissemination of such index. The sponsor of an index will have no involvement in the offer and sale of the relevant Index Linked Notes and will have no obligation to any Noteholder of Index Linked Notes. The sponsor of an index may take any actions in respect of such index without regard to the interests of the Noteholders of index Linked Notes, and any of these actions could adversely affect the market value of the relevant Index Linked Notes. The issuer shall have no liability to the Noteholders of Index Linked Notes for any act or failure to act by the sponsor in connection with the calculation, adjustment or maintenance of the index.

The Calculation Agent has broad discretion to make certain determinations and adjustments, to replace the original Index with another and/or to cause early redemption/settlement of the Index, any of which may be adverse to Noteholders of Index Linked Notes in connection with Index Modification, Index Cancellation, and Index Disruption. The Calculation Agent may determine that the consequence of any such event is to make adjustments to the Index Linked Notes, or to replace such index with another or to cause early redemption/settlement of the Index Linked Notes. The Calculation Agent may (subject to the Applicable Terms and Conditions of the relevant Tranche of Index Linked Notes) also amend the relevant index level due to corrections in the level reported by the index sponsor. Such determinations may have an adverse effect on the timing of valuation and consequently the value of the Index Linked Notes.

#### **Interest rate risks**

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the market value of the Fixed Rate Notes.

Investment in Notes that bear interest at a rate that converts from a Fixed Interest Rate to a Floating Interest Rate (or *vice versa*) may affect the market value of the Notes. If the interest on the Notes is converted from a Fixed Interest Rate to a Floating Interest Rate, the spread on the Notes may be less favourable than then prevailing spreads on comparable Notes tied to the same reference rate. In addition, the new Floating Interest Rate at any time may be lower than the rates on other Notes. If the interest on the Notes is converted from a Floating Interest Rate to a Fixed Interest Rate, the new Fixed Interest Rate may be lower than then prevailing rates on other Notes.

See, in regard to Additional Tier 1 Notes, "*Risks relating to Additional Tier 1 Notes*" – "*Election not to pay interest on Additional Tier 1 Notes*" below.

#### **Variable rate Notes with a multiplier or other leverage factor**

Notes with variable Interest Rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include these features.

#### **Notes issued at a substantial discount or premium**

The market values of Notes issued at a substantial discount or premium to their Principal Amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

#### **Notes subject to early redemption at the election of the Issuer**

The Issuer may, in terms of and subject to the applicable provisions of Condition 9 (*Redemption and Purchase*), at its election, redeem a Tranche of Notes prior to the Maturity Date (if any) (see, in regard to Subordinated Notes, "*Risks relating to the Subordinated Notes*" – "*Redemption risk*" below), as more fully described in Condition 9 (*Redemption and Purchase*).

If a Tax Event has occurred and is continuing, a Tranche of Notes may (subject, in the case of Subordinated Notes, to the prior written approval of the Relevant Authority) be redeemed, at the election of the Issuer, in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Tax), at the Early Redemption Amount (Tax), as described in Condition 9.2 (*Redemption for tax reasons*).

In addition, if the Issuer Early Redemption Election is applicable to a Tranche of Notes, the Issuer may (subject, in the case of Subordinated Notes, to the Issuer complying with the conditions to redemption set out in Condition 9.4.2 (*Subordinated Notes*)), at its election, redeem that Tranche of Notes (in whole or, if so specified in the Applicable Pricing Supplement, in part), on the Early Redemption Date (Call), at the Early Redemption Amount (Call), as described in Condition 9.4 (*Redemption at the election of the Issuer*).

These elective redemption features may limit the market value of the Notes. During any period when the Issuer may elect to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any such redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the Interest Rate applicable to the Notes. In such circumstances an investor in the Notes may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that applicable to the relevant Notes. Potential investors in the Notes should consider reinvestment risk in light of other investments available at that time.

Any redemption of Subordinated Notes prior to the Maturity Date (if any) requires the prior written approval of the Relevant Authority (see "*Risks relating to the Subordinated Notes*" below).

#### **ADDITIONAL RISKS RELATING TO SUBORDINATED NOTES**

See "*The Basel III Accord and Capital Adequacy*" - "*South African implementation of Basel III*" above.

##### **Capital Regulations**

In order for the proceeds of the issue of a Tranche of Subordinated Notes to rank as Additional Tier 1 Capital or Tier 2 Capital, as the case may be, the Subordinated Notes must comply with the applicable Capital Regulations and such Additional Conditions (if any) as are prescribed by the Relevant Authority in respect of that Tranche of Subordinated Notes (see "*South African implementation of Basel III*" above).

##### **Notes may be subordinated to most of the Issuer's liabilities**

The payment obligations of the Issuer under Subordinated Notes will rank behind Unsubordinated Notes. In particular, (a) the payment obligations of the Issuer under Additional Tier 1 Notes will rank behind Unsubordinated Notes and Tier 2 Notes and (b) the payment obligations of the Issuer under Tier 2 Notes will rank behind Unsubordinated Notes. See Condition 5.2 (*Status of Tier 2 Notes*) and Condition 5.3 (*Status of the Additional Tier 1 Notes*) for a full description of the subordination of the payment obligations of the Issuer under Subordinated Notes.

As at the Programme Date, the relative subordinations of the various Capital Instruments issued by a bank are not entirely clear, although the importance of investor certainty in this regard has been recognized by the relevant authorities.

The above applies, in particular, to the specific relative subordinations between Common Equity Tier 1 Capital Instruments, Additional Tier 1 Capital Instruments, Tier 2 Capital Instruments (all "new-style" Capital Instruments, some of which are provided for under this Programme Memorandum) and Tier 1 Capital Instruments, Dated Tier 2 Capital Instruments, Undated Tier 2 Capital Instruments and Tier 3 Capital Instruments (all "old-style" Capital Instruments provided for under the Previous Programme Memorandum).

##### **No limitation on issuing securities**

There is no restriction on the amount of securities or indebtedness which the Issuer may issue or incur which rank senior to or *pari passu* with the Subordinated Notes in the event the Issuer is wound-up or placed under liquidation. The issue of any such securities or indebtedness may reduce the amount recoverable by Subordinated Noteholders in the event the Issuer is wound-up or placed under liquidation.

##### **Winding-up and liquidation of the Issuer**

If the Issuer is wound-up or placed under liquidation, whether voluntarily or involuntarily, Tier 2 Noteholders will not be entitled to any payments in respect of the Tier 2 Notes until the claims of Depositors and Senior Creditors which are admissible in any such winding-up or liquidation have been paid or discharged in full (see Condition 5.2.3 (*Subordination*)). If the Issuer does not have sufficient assets at the time of winding-up or liquidation to satisfy those claims, Tier 2 Noteholders will not receive any payment on the Tier 2 Notes.

If the Issuer is wound-up or placed under liquidation, whether voluntarily or involuntarily, Additional Tier 1 Noteholders will not be entitled to any payments in respect of the Additional Tier 1 Notes until the claims of Depositors, Senior Creditors and the holders of Subordinated Debt which are admissible in any such winding-up or liquidation have been paid or discharged in full (see Condition 5.3.3 (*Subordination*)). If the Issuer does not have sufficient assets at the time of winding-up or liquidation to satisfy those claims, Additional Tier 1 Noteholders will not receive any payment on the Additional Tier 1 Notes.

##### **Redemption risk**

In addition to the early redemption events described under "*Risks Relating to the Structure of a Particular Issue of Notes*" - "*Notes subject to early redemption at the election of the Issuer*" above, if a Regulatory Event has occurred and is continuing, a Tranche of Subordinated Notes may (subject to the prior written approval of the Relevant Authority), be redeemed, at the election of the Issuer, in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Regulatory), at the Early Redemption Amount (Regulatory), as described in Condition 9.3 (*Redemption for regulatory reasons*).

Subordinated Noteholders have no right to call for the redemption of Subordinated Notes.



## Events of Default

If default is made in the payment of any principal or interest due on the Tier 2 Notes for a period of 5 (five) days or more after the date on which payment of such principal is due or 10 (ten) days or more after the date on which payment of such interest is due (as the case may be), any Tier 2 Noteholder may, subject to Condition 13.2 (*Events of Default relating to Tier 2 Notes*), at its discretion and without further notice, institute proceedings for the winding-up of the Issuer and/or prove in any winding-up of the Issuer, but take no other action in respect of that default.

Payments of principal and/or interest on the Tier 2 Notes may not be accelerated by any Tier 2 Noteholder except in the case of bankruptcy and/or liquidation of the Issuer.

If any step (including an application, a proposal or a convening of a meeting) is taken by any Person with a view to having the Issuer liquidated and an order is thereafter passed for the liquidation of the Issuer, all of the Tier 2 Notes shall be deemed, on the date on which such step is taken, to have been declared forthwith due and payable (whether or not due for payment and without further action or formality), at the Early Termination Amount (subject to Condition 5.2.3 (*Subordination*)), on and with effect from the day preceding the date on which such order for the liquidation of the Issuer is passed (see Condition 13.2 (*Events of Default relating to Tier 2 Notes*)).

If default is made in the payment of any principal or interest due on the Additional Tier 1 Notes for a period of 7 (seven) days or more after any date on which payment of such principal or such interest is due, each Additional Tier 1 Noteholder may, subject to Condition 13.3 (*Events of Default relating to Additional Tier 1 Notes*), at its discretion and without further notice, institute proceedings for the winding-up of the Issuer and/or prove in any winding-up of the Issuer, but may take no other action in respect of such default.

## Loss Absorption PONV Requirements - occurrence of the Trigger Event

### General

See "*The Basel III Accord and Capital Adequacy*" - "*South African implementation of Basel III*" - "*Guidance Note 07/2013*" above.

In terms of Regulations 38(13) and 38(14) of the Regulations Relating to Banks as read with Guidance Note 07/2013, Subordinated Notes will (at the Discretion of the Relevant Authority) be subject to Write-Off or Conversion upon the occurrence of the Trigger Event, which may result in Subordinated Noteholders losing some or all of their investment. The occurrence of the Trigger Event or any suggestion of any such occurrence could materially adversely affect the market price of Subordinated Notes.

### Write-Off

Unless otherwise specified in the Applicable Pricing Supplement, Condition 10.18 (*Write-Off*) will apply to a Tranche of Subordinated Notes where Write-Off is specified in the Applicable Pricing Supplement as being applicable.

At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), the Unpaid Amount will be Written Off and all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, will be cancelled in the manner set out in Condition 10.18 (*Write-Off*).

If the Applicable Pricing Supplement specifies that compensation is to be paid to the relevant Subordinated Noteholders as a result of the Write-Off, such compensation will (unless otherwise specified in the Applicable Pricing Supplement) be paid to the relevant Subordinated Noteholders in the form of Controlling Company Ordinary Shares and (unless otherwise specified in the Applicable Pricing Supplement) the provisions of Condition 10.19 (*Conversion*) will apply *mutatis mutandis*.

If the Applicable Pricing Supplement does not specify that compensation is to be paid to the relevant Subordinated Noteholders as a result of the Write-Off, no compensation will be paid to the relevant Subordinated Noteholders as a result of the Write-Off.

### Conversion

Unless otherwise specified in the Applicable Pricing Supplement, Condition 10.19 (*Conversion*) will apply to a Tranche of Subordinated Notes where Conversion is specified in the Applicable Pricing Supplement as being applicable.

As at the Programme Date, (i) the Issuer Ordinary Shares are not listed on the JSE or on any other Financial Exchange, (ii) the Issuer is a wholly owned Subsidiary of the Controlling Company and (iii) the Controlling Company Ordinary Shares are listed on the JSE (see "*South African implementation of Basel III*" - "*Interpretation of Guidance Note 7*" above). The ordinary shares into which the Subordinated Notes must be Converted must therefore be Controlling Company Ordinary Shares.

At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, will be Converted into Controlling Company Ordinary Shares in the manner set out in Condition 10.19 (*Conversion*).

Where, at the occurrence of the Trigger Event, the Conversion of the relevant Tranche of Subordinated Notes (i) cannot be undertaken for any reason or (ii) is not irrevocable or (iii) will not result in an immediate increase in the CET 1 Ratio, then the relevant Tranche of Subordinated Notes will, instead of being Converted, be Written Off, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), *mutatis mutandis* in accordance with the provisions of Condition 10.18.2 (*Write-Off*).

### **Tax consequences**

*It should be noted that the tax consequences to the Subordinated Noteholder of the compulsory Conversion of Subordinated Notes into Controlling Company Ordinary Shares or the compulsory Write-Off of Subordinated Notes, upon the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), are complicated, and a ruling in this regard may need to be obtained from the South African Revenue Service.*

*A summary of some of the possible tax consequences is set out in the section of this Programme Memorandum headed "Taxation". Prospective subscribers for or purchasers of any Subordinated Notes must consult their professional advisers in this regard.*

### **ADDITIONAL RISKS RELATING TO ADDITIONAL TIER 1 NOTES**

#### **Election not to pay interest on Additional Tier 1 Notes**

In terms of Regulation 38(13(b) of the Regulations Relating to Banks, the Issuer must at all times have full discretion regarding any payment of interest on the Additional Tier 1 Notes. Interest payments on the Additional Tier 1 Notes will not be cumulative.

Subject to Condition 7.2.4 (*Non-payment of interest*) (see the paragraph below), the Issuer may at any time elect not to pay the relevant Interest Amount (or any portion thereof) on the Additional Tier 1 Notes, on the relevant Interest Payment Date, as more particularly described in Condition 7.2 (*Non-payment of interest*).

In terms of Condition 7.2.4 (*Non-payment of interest*), the Issuer is obliged to elect not to pay the relevant Interest Amount, on the relevant Interest Payment Date, if the Issuer is in breach of the Capital Regulations on the Business Day prior to the relevant Interest Payment Date or would be in breach of the Capital Regulations if the relevant Interest Amount (or any portion thereof) were paid on the relevant Interest Payment Date.

Any interest not so paid on any such Interest Payment Date will be cancelled and will no longer be due and payable by the Issuer. A cancellation of interest pursuant to Condition 7.2 (*Non-payment of interest*) does not constitute an Event of Default under the Additional Tier 1 Notes for any purpose.

Any actual or anticipated cancellation of interest on the Additional Tier 1 Notes will likely have an adverse effect on the market price of the Additional Tier 1 Notes. In addition, as a result of the interest cancellation provisions of the Additional Tier 1 Notes, the market price of the Additional Tier 1 Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such cancellation and may be more sensitive generally to adverse changes in the Issuer's financial condition.

#### **Restrictions following non-payment of interest on Additional Tier 1 Notes**

For purposes of Condition 7.3 (*Restrictions following non-payment of interest on Additional Tier 1 Notes*), the Applicable Terms and Conditions of a Tranche of Additional Tier 1 Notes "shall not contain any feature that may hinder any potential future recapitalisation" (Regulation 38(13(b)(iv)(G) of the Regulations Relating to Banks) and any election not to pay the relevant Interest Amount (or any portion thereof) on the relevant Interest Payment Date in accordance with Condition 7.2 (*Non-payment of interest*) shall not impose any restriction on the Issuer or the Controlling Company "except in relation to a distribution to holders of more deeply subordinated shares or instruments" (Regulation 38(13(b)(vi)(C) of the Regulations Relating to Banks).

In terms of Condition 7.3 (*Restrictions following non-payment of interest on Additional Tier 1 Notes*), if the relevant Interest Amount (or any portion thereof) in respect of any Additional Tier 1 Notes has not been paid in full on the relevant Interest Payment Date pursuant to Condition 7.2 (*Non-payment of interest*), then from the relevant Interest Payment Date until the next Interest Payment Date of any Tranche of Additional Tier 1 Notes then in issue on which the Issuer has paid in full the Interest Amount due and payable on all Tranches of Additional Tier 1 Notes then in issue, neither the issuer nor the Controlling Company will (and the Controlling Company will procure that no Group Company will):

- declare or pay a distribution or dividend or pay any interest on any Junior Securities other than:
  - Mandatory Preference Shares; or
  - any dividend which has been declared on any Junior Securities before the date of the notice to Noteholders referred to in Condition 7.2 (*Non-payment of interest*); or
  - intra-group dividends on any Junior Securities between Group Companies which are wholly-owned subsidiaries and to Group Companies which are holding companies, which can be paid at any time; *PROVIDED THAT* intra-group dividends may not be declared or paid on Issuer Ordinary Shares and/or Controlling Company Ordinary Shares the proceeds of which, in each instance, qualify (or are deemed under the Capital Regulations to qualify) as Common Equity Tier 1 Capital, except to the extent that such intra-group dividends are required to re-capitalise the Issuer; or
- redeem, purchase, reduce or otherwise acquire any Junior Securities or any securities of any of its Subsidiary undertakings benefiting from a guarantee from any other Group Company ranking (or deemed under the Capital Regulations to rank) as to the right of repayment of principal (in the case of such securities) or as to the payment of sums under any such guarantee (in the case of any such guarantee), as the case may be, junior to the Additional Tier 1 Notes.

The obligations of the Controlling Company under Condition 7.3 (*Restrictions following non-payment of interest on Additional Tier 1 Notes*) are enforceable by the Additional Tier 1 Noteholders pursuant to the Dividend Restriction Agreement and Condition 22 (*Benefits*).

#### **Perpetual securities**

The Additional Tier 1 Notes have no Maturity Date and will only be redeemed, at the aggregate Outstanding Principal Amount of the Additional Tier 1 Notes plus accrued interest (if any), on a winding-up or liquidation of the Issuer subject to and in accordance with the provisions of Condition 5.3.3 (*Subordination*).

The Additional Tier 1 Notes may only be redeemed, substituted, varied or purchased, prior to a winding-up or liquidation of the Issuer in accordance with and subject to the provisions of Condition 9.2 (*Redemption for tax reasons*), Condition 9.3 (*Redemption for regulatory reasons*), Condition 9.4 (*Redemption at the election of the Issuer*) or Condition 9.5 (*Substitution or variation of Additional Tier 1 Notes*), as applicable. Noteholders may therefore be required to bear the risks of an investment in the Additional Tier 1 Notes for an indefinite period of time.

#### **Substitution or variation**

If a Tax Event or a Regulatory Event, as the case may be, has occurred and is continuing, then the Issuer may, at its election, instead of giving notice to redeem a Tranche of Additional Tier 1 Notes pursuant to the Condition 9.2 (*Redemption for tax reasons*) or Condition 9.3 (*Redemption for regulatory reasons*), as the case may be, subject to the Issuer satisfying the conditions set out in Condition 9.6 (*Conditions to substitution or variation of Additional Tier 1 Notes*), substitute at any time all (but not some only) of the Additional Tier 1 Notes in that Tranche for, or vary the Applicable Terms and Conditions of that Tranche of Additional Tier 1 Notes so that they remain, Qualifying Additional Tier 1 Capital Securities or become Qualifying Tier 2 Capital Securities, as more fully described in Condition 9.5 (*Substitution or variation of Additional Tier 1 Notes*).

#### **RISKS RELATING TO OTHER NOTES**

The risks (if any) of investing in particular types of Notes which are not set out in, or covered by, this section of the Programme Memorandum headed "*Risk Factors*" will be set out in an annexure to the Applicable Pricing Supplement relating to the relevant Tranche of Notes and/or in a supplement to this Programme Memorandum prior to the Issue Date of the first Tranche of such Notes to be issued under the Programme.

## SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is taken from, and is qualified by, the remainder of this Programme Memorandum and, in relation to a Tranche of Notes, the Applicable Pricing Supplement.

<b>Approval and listing</b>	<p>This Programme Memorandum was approved by the JSE on 21 April 2016.</p> <p>A Tranche of Registered Notes may be listed on the Interest Rate Market of the JSE and/or on such other Financial Exchange/s as may be determined by the Issuer and the relevant Dealer/s, subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme. Unlisted Notes are not regulated by the JSE. The holders of Registered Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE.</p> <p>The Applicable Pricing Supplement relating to a Tranche of Registered Notes will specify whether or not the Registered Notes in that Tranche will be listed and, if so, on which Financial Exchange.</p>
<b>Arranger</b>	Capitec Bank Limited.
<b>Blocked Rand</b>	Blocked Rand may be used for the purchase of or subscription for Notes, subject to the Exchange Control Regulations (see the section of this Programme Memorandum headed "Exchange Control").
<b>Calculation Agent</b>	The Issuer, unless the Issuer elects to appoint another entity as Calculation Agent, as contemplated in Condition 18 ( <i>Transfer Agent, Calculation Agent and Paying Agent</i> ).
<b>Central Securities Depository</b>	Strate Proprietary Limited, a central securities depository licensed in terms of the Financial Markets Act, or any additional or alternative depository approved by the Issuer.
<b>Clearing and settlement</b>	<p>The Central Securities Depository is the operator of an electronic clearing system and has been appointed by the JSE to match, clear and facilitate the settlement of all transactions carried out on the Interest Rate Market of the JSE.</p> <p>Each Tranche of unlisted Registered Notes and each Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE will be issued in registered uncertificated form and will be held in the Central Securities Depository. Each Tranche of Registered Notes which is held in the Central Securities Depository will be issued, cleared and settled in accordance with the Applicable Procedures through the Central Securities Depository electronic settlement system (see the section of this Programme Memorandum headed "Settlement, Clearing and Transfers of Registered Notes").</p> <p>Each Tranche of Registered Notes which is listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that Financial Exchange (see the section of this Programme Memorandum headed "Settlement, Clearing and Transfers of Registered Notes").</p>
<b>Cross default</b>	Unsubordinated Notes will have the benefit of a cross default as described in Condition 13.1 ( <i>Events of Default relating to Unsubordinated Notes</i> ).
<b>CSD Procedures</b>	In relation to a Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE (and/or held in the Central Securities Depository), the rules and operating procedures for the time being of the Central Securities Depository and Participants.
<b>Dealers</b>	FirstRand Bank Limited, acting through its Rand Merchant Bank division and each additional Dealer (if any) appointed by the Issuer from time to time, as contemplated in the Programme Agreement, which appointment may be to place a specific issue of one or more Tranches of Notes or on an on-going basis for the duration of the Programme, subject to the Issuer's right to terminate the appointment of any Dealer (see the section of this Programme Memorandum headed "Subscription and Sale" under "Arranger, Debt Sponsor, Dealer and Placing Arrangements").
<b>Debt Sponsor</b>	PSG Capital Proprietary Limited.
<b>Description of the Programme</b>	Capitec Bank Limited ZAR8,000,000,000 Domestic Medium Term Note Programme.

<b>Distribution</b>	A Tranche of Notes may be offered by way of public auction or private placement or any other means permitted by law as determined by the Issuer and the relevant Dealer/s, and as specified in the Applicable Pricing Supplement.
<b>Exchange control</b>	<p>This Programme Memorandum does not require the prior written approval of the Exchange Control Authorities in terms of the Exchange Control Regulations.</p> <p>In general, the issue of a Tranche of Notes will not require the prior written approval of the Exchange Control Authorities in terms of the Exchange Control Regulations.</p> <p>However, under certain circumstances (and if so indicated in the Applicable Pricing Supplement), the issue of a particular Tranche of Notes will require the prior written approval of the Exchange Control Authorities in terms of the Exchange Control Regulations (see the section of this Programme Memorandum headed "<i>Exchange Control</i>").</p>
<b>Form of Notes</b>	Subject, in the case of Subordinated Notes, to the applicable Capital Regulations, Notes will be issued in the form of Registered Notes or Order Notes, as described in the section of this Programme Memorandum headed " <i>Form of the Notes</i> ".
<b>Governing Law</b>	This Programme Memorandum, the Notes and the Applicable Terms and Conditions will be governed by, and construed in accordance with, the laws of South Africa.
<b>Interest</b>	<p>Notes may be interest-bearing or non-interest bearing. Subordinated Notes must be interest-bearing.</p> <p>A Tranche of interest-bearing Notes will bear interest on the aggregate Outstanding Principal Amount at the applicable Rate of Interest calculated in accordance with the applicable provisions of Condition 8 (<i>Interest</i>) as read with the Applicable Pricing Supplement, for the period from and including the Interest Commencement Date to but excluding the Redemption Date.</p> <p>The Rate of Interest, Interest Commencement Date, Interest Payment Date/s and Interest Period/s applicable to a Tranche of interest-bearing Notes will be specified in the Applicable Pricing Supplement.</p> <p>Zero Coupon Notes will not bear interest.</p>
<b>Interest payments:</b>	
<i>General</i>	Subject to the " <i>Non-payment of interest on Additional Tier 1 Notes</i> " below, interest on a Tranche of interest-bearing Notes will be payable in arrear, in respect of the Interest Period/s specified in the Applicable Pricing Supplement, on the Interest Payment Date/s specified in the Applicable Pricing Supplement.
<i>Non-payment of interest on Additional Tier 1 Notes</i>	<p>The Issuer may elect not to pay, and in certain circumstances is obliged to elect not to pay, interest on Additional Tier 1 Notes as more fully set out in Condition 7.2 (<i>Non-payment of interest</i>).</p> <p>If the relevant Interest Amount (or any portion thereof) in respect of any Additional Tier 1 Notes has not been paid in full on the relevant Interest Payment Date pursuant to Condition 7.2 (<i>Non-payment of interest</i>), the "dividend stopper" restrictions set out in Condition 7.3 (<i>Restrictions following non-payment of interest on Additional Tier 1 Notes</i>) will apply.</p>
<b>Issue Price</b>	A Tranche of Notes may (subject in the case of Subordinated Notes, to the applicable Capital Regulations) be issued on a fully-paid or a partly-paid basis and at a discount or premium to its Principal Amount, as specified in the Applicable Pricing Supplement.
<b>Issuer</b>	Capitec Bank Limited.
<b>Issue and transfer taxes</b>	As at the Programme Date, no securities transfer tax or any similar tax is payable under the Securities Transfer Tax Act in respect of the issue, transfer or redemption of the Notes (see the section of this Programme Memorandum headed " <i>Taxation</i> "). Any future transfer duties and/or taxes that may be introduced in respect of (or be applicable to) the transfer of Notes will be for the account of Noteholders.
<b>JSE</b>	JSE Limited, licensed as an exchange in terms of the Financial Markets Act or any exchange which operates as a successor exchange to the JSE in terms of the

	Financial Markets Act.
<b>Maturity Date and Maturity Period</b>	<p>The Maturity Date of a Tranche of Unsubordinated Notes and a Tranche of Tier 2 Notes will be specified in the Applicable Pricing Supplement.</p> <p>A Tranche of Additional Tier 1 Notes will be issued without a Maturity Date.</p> <p>Subject to the applicable Capital Regulations, Tier 2 Notes will have a minimum Maturity Period of 5 (five) years and 1 (one) day.</p>
<b>Negative pledge</b>	Unsubordinated Notes will have the benefit of a negative pledge as described in Condition 6 ( <i>Negative Pledge</i> ).
<b>Noteholders</b>	The Noteholders are (i) the holders of Registered Notes which are recorded as the registered Noteholder of such Registered Notes in the Register (see "Register" below) and (ii) the Payees of Order Notes.
<b>Participants</b>	<p>The persons accepted by the Central Securities Depository as participants in terms of the Securities Services Act (prior to 3 June 2013) or the Financial Markets Act (on and after 3 June 2013), as applicable.</p> <p>As at the Programme Date, the Participants are Standard Chartered Bank Johannesburg Branch, Société Generale, Citibank N.A., South Africa Branch, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited and the South African Reserve Bank.</p> <p>Euroclear Bank S.A/N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, <i>société anonyme</i> ("Clearstream") may hold Notes through their nominated Participant.</p>
<b>Paying Agent</b>	The Issuer, unless the Issuer elects to appoint another entity as Paying Agent, as contemplated in Condition 18 ( <i>Transfer Agent, Calculation Agent and Paying Agent</i> ).
<b>Programme Amount</b>	<p>As the Programme Date, the Programme Amount is ZAR8,000,000,000.</p> <p>The aggregate Outstanding Principal Amount of Notes (including Existing Notes) in issue under the Programme may not exceed ZAR8,000,000,000, unless such amount is increased by the Issuer as set out in the section of this Programme Memorandum (and the section of the Previous Programme Memorandum) headed "General Description of the Programme".</p>
<b>Rating</b>	<p>The Programme is not rated. The Applicable Pricing Supplement will reflect the Rating which has been assigned to the Issuer as well as the Rating Agency or Rating Agencies which assigned such Rating. The Issuer will procure that any change to the Rating of the Issuer that occurs after the Programme Date is announced on SENS.</p> <p>A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. Unrated Tranches of Notes may also be issued.</p> <p>The Applicable Pricing Supplement will reflect the Rating, if any, which has been assigned to a Tranche of Notes, as well as the Rating Agency or Rating Agencies which assigned such Rating or Ratings. Neither a Rating of the Issuer nor a Rating of a Tranche of Notes is a recommendation to subscribe for, buy, sell or hold Notes.</p>
<b>Redemption:</b>	
<i>Redemption at maturity</i>	<p>Unless previously redeemed, or purchased and cancelled, pursuant to Condition 9 (<i>Redemption and purchase</i>), the Issuer will redeem a Tranche of Notes (other than Additional Tier 1 Notes), on the Maturity Date, at the Final Redemption Amount, as described in Condition 9.1.1 (<i>Scheduled redemption</i>).</p> <p>A Tranche of Instalment Notes may be redeemed in two or more instalments on such dates and in such manner as is specified in the Applicable Pricing Supplement.</p> <p>The Additional Tier 1 Notes have no Maturity Date and will only be redeemed on a winding-up or liquidation of the Issuer, subject to and in accordance with Condition 5.3.3 (<i>Subordination</i>), as more fully described in Condition 9.1.2 (<i>Scheduled redemption</i>).</p> <p>The Additional Tier 1 Notes may only be redeemed, substituted, varied or purchased,</p>



prior to a winding-up or liquidation of the Issuer in accordance with and subject to the provisions of Condition 9.2 (*Redemption for tax reasons*), Condition 9.3 (*Redemption for regulatory reasons*), Condition 9.4 (*Redemption at the election of the Issuer*) or Condition 9.5 (*Substitution or variation of Additional Tier 1 Notes*), as applicable.

*Redemption at the election of the Issuer* If the Issuer Early Redemption Election is applicable to a Tranche of Notes, the Issuer may (subject, in the case of a Tranche of Subordinated Notes, to the Issuer complying with the conditions to redemption set out in Condition 9.4.2 (*Subordinated Notes*)) at its election, redeem that Tranche of Notes, in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Call), at the Early Redemption Amount (Call), as described in Condition 9.4 (*Redemption at the election of the Issuer*).

*Redemption at the election of Noteholders* If the Noteholder Early Redemption Election is applicable to a Tranche of Unsubordinated Notes, the Noteholder of any Note/s in that Tranche may, at its election (but subject to Condition 9.7.2 (*Redemption at the election of Noteholders*)) require the Issuer to redeem all or any of such Note/s (as specified in the Noteholder Early Redemption Notice), in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Put), at the Early Redemption Amount (Put), as described in Condition 9.7 (*Redemption at the election of Noteholders*).

*Redemption following a Regulatory Event* If a Regulatory Event has occurred and is continuing, a Tranche of Subordinated Notes may (subject to the prior written approval of the Relevant Authority), be redeemed, at the election of the Issuer, in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Regulatory), at the Early Redemption Amount (Regulatory), as described in Condition 9.3 (*Redemption for regulatory reasons*).

*Redemption following a Tax Event* If a Tax Event has occurred and is continuing, a Tranche of Notes may (subject, in the case of a Tranche of Subordinated Notes, to the prior written approval of the Relevant Authority) be redeemed, at the election of the Issuer, in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Tax), at the Early Redemption Amount (Tax), as described in Condition 9.2 (*Redemption for tax reasons*).

*Substitution or variation – Additional Tier 1 Notes* If a Tax Event or a Regulatory Event, as the case may be, has occurred and is continuing, then the Issuer may, at its election, instead of giving notice to redeem a Tranche of Additional Tier 1 Notes pursuant to Condition 9.2 (*Redemption for tax reasons*) or Condition 9.3 (*Redemption for regulatory reasons*), as the case may be, subject to the Issuer satisfying the conditions set out in Condition 9.6 (*Conditions to substitution or variation of Additional Tier 1 Notes*), substitute at any time all (but not some only) the Additional Tier 1 Notes in that Tranche for, or vary the Applicable Terms and Conditions of that Tranche of Additional Tier 1 Notes so that they remain, Qualifying Additional Tier 1 Capital Securities or become Qualifying Tier 2 Capital Securities, as more fully described in Condition 9.5 (*Substitution or variation of Additional Tier 1 Notes*).

**Register** The Register is the register of the Issuer's securities (including the register of the Issuer's uncertificated securities) contemplated in (and maintained in accordance) with Part E of the Companies Act.

The Register will be maintained by the Transfer Agent.

The registered Noteholder/s of the Registered Note/s in a Tranche of Registered Notes which is held in the Central Securities Depository will be determined in accordance with the CSD Procedures, and such registered Noteholder/s will be named in the Register as the registered Noteholder/s of such Registered Note/s.

Each holder of Registered Notes which are represented by a Certificate will be named in the Register as the registered Noteholder of such Registered Notes. The holders of Beneficial Interests will not be listed in the Register.

Only the Central Securities Depository (in the case of Registered Notes held in the Central Securities Depository) and Noteholders named in the Register at 17h00 (South African time) on the relevant Last Day to Register (in the case of Registered Notes

	represented by Certificates) will be entitled to payments of amounts due and payable in respect of such Registered Notes.
<b>Register Closed Period</b>	<p>The Register will, in respect of a Tranche of Registered Notes, be closed during the Register Closed Period.</p> <p>The Register Closed Period will be from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding each Interest Payment Date (where applicable) and the Redemption Date.</p> <p>The Last Day to Register will be until 17h00 (South African time) on the 6th day or such other day as is specified in the Applicable Pricing Supplement (whether a Business Day or not) preceding each Interest Payment Date (where applicable) and the Redemption Date.</p>
<b>Risk factors</b>	Investing in the Notes involves certain risks. The principal risk factors that may affect the ability of the Issuer to fulfil its obligations under the Notes are set out in the section of this Programme Memorandum headed " <i>Risk Factors</i> ".
<b>Selling restrictions</b>	The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and any offering or sale of or subscription for a Tranche of Notes may be restricted by law in certain jurisdictions, and is restricted by law in the United States of America, the European Economic Area, the United Kingdom and South Africa (see the section of this Programme Memorandum headed " <i>Subscription and Sale</i> " under " <i>Selling Restrictions</i> "). Any other or additional selling restrictions which are applicable to the placing of a Tranche of Notes will be set out in the Applicable Pricing Supplement. Persons who come into possession of this Programme Memorandum and/or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions.
<b>Specified Currency</b>	South African Rand (ZAR) or (subject, to the Exchange Control Regulations), any other currency specified as such in the Applicable Pricing Supplement.
<b>Specified Denomination</b>	The denomination of each Note in a Tranche of Notes will be the amount specified as such in the Applicable Pricing Supplement; provided that such amount shall not be less than ZAR1,000,000 (or the equivalent thereof in the Specified Currency if the Specified Currency is not ZAR) or such other amount as is prescribed from time to time in terms of section 96(2)(a) of the Companies Act.
<b>Status of the Notes:</b>	<p>A Tranche of Notes may comprise Subordinated Notes or Unsubordinated Notes, as specified in the Applicable Pricing Supplement.</p> <p>Subordinated Notes will, subject to the Banks Act and the Capital Regulations, comprise Additional Tier 1 Notes and/or Tier 2 Notes.</p>
<i>Status of the Unsubordinated Notes</i>	The Unsubordinated Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 6 ( <i>Negative Pledge</i> )) unsecured obligations of the Issuer, and will rank <i>pari passu</i> without any preference or priority among themselves and <i>pari passu</i> with Existing Notes which are "Unsubordinated Notes" (as defined in the section of the Previous Programme Memorandum headed " <i>Terms and Conditions of the Unsubordinated Notes, Tier 2 Notes and Tier 3 Notes</i> "), and (save for those that have been accorded by law preferential rights) at least <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of the Issuer, as described in Condition 5.1 ( <i>Status of the Unsubordinated Notes</i> ).
<i>Status of the Tier 2 Notes</i>	The Tier 2 Notes will constitute direct, unsecured and, in accordance with Condition 5.2.3 ( <i>Subordination</i> ), subordinated obligations of the Issuer and will rank <i>pari passu</i> without any preference or priority among themselves and <i>pari passu</i> with all securities issued by the Issuer the proceeds of which qualify (or are deemed under the Capital Regulations to qualify) as Tier 2 Capital and/or which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) <i>pari passu</i> with the Tier 2 Notes, and (save for those that have been accorded by law preferential rights) at least <i>pari passu</i> with all other claims of creditors of the Issuer which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) <i>pari passu</i> with the Tier 2 Notes, as described in Condition 5.2 ( <i>Status of the Tier 2 Notes</i> ).
<i>Status of the Additional Tier 1 Notes</i>	The Additional Tier 1 Notes will constitute direct, unsecured and, in accordance with

Condition 5.3.3 (*Subordination*), subordinated obligations of the Issuer and will rank *pari passu* without any preference or priority among themselves and *pari passu* with all securities issued by the Issuer the proceeds of which qualify (or are deemed under the Capital Regulations to qualify) as Additional Tier 1 Capital and/or which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) *pari passu* with the Additional Tier 1 Notes, and (save for those that have been accorded by law preferential rights) at least *pari passu* with all other claims of creditors of the Issuer which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) *pari passu* with the Additional Tier 1 Notes, as described in Condition 5.3 (*Status of the Additional Tier 1 Notes*).

**Subordinated Notes - Capital Regulations**

In order for the proceeds of the issue of a Tranche of Subordinated Notes to rank as Additional Tier 1 Capital or Tier 2 Capital, as the case may be, that Tranche of Subordinated Notes must comply with the applicable Capital Regulations (including such Additional Conditions (if any) as are prescribed by the Relevant Authority in respect of that Tranche of Subordinated Notes).

The Issuer will specify in the Applicable Pricing Supplement whether an issue of a Tranche of Subordinated Notes is an issue of Additional Tier 1 Notes the proceeds of which are intended to rank as Additional Tier 1 Capital or an issue of Tier 2 Notes the proceeds of which are intended to rank as Tier 2 Capital. The Additional Conditions (if any) prescribed by the Relevant Authority in respect of any such Tranche of Subordinated Notes will be specified in the Applicable Pricing Supplement.

**Subordinated Notes – Occurrence of the Trigger Event:**

*Trigger Event*

The Trigger Event for Additional Tier 1 Notes which are accounted as equity (if any) and Tier 2 Notes is set out in Condition 10.5 (*Occurrence of the Trigger Event*).

The Trigger Event for Additional Tier 1 Notes which are accounted as liabilities is set out in Condition 10.6 (*Occurrence of the Trigger Event*).

*Conversion or Write-Off at the occurrence of the Trigger Event*

The Applicable Pricing Supplement relating to a Tranche of Subordinated Notes will specify whether that Tranche of Subordinated Notes will, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), be Written Off or Converted into Controlling Company Ordinary Shares.

*Conversion*

Unless otherwise specified in the Applicable Pricing Supplement, Condition 10.19 (*Conversion*) will apply to a Tranche of Subordinated Notes where Conversion is specified in the Applicable Pricing Supplement as being applicable. At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, will be Converted into Controlling Company Ordinary Shares in the manner set out in Condition 10.19 (*Conversion*).

*Conversion not possible*

Where, at the occurrence of the Trigger Event, the Conversion of the relevant Tranche of Subordinated Notes (i) cannot be undertaken for any reason or (ii) is not irrevocable or (iii) will not result in an immediate increase in the CET 1 Ratio, then the relevant Tranche of Subordinated Notes will, instead of being Converted, be Written Off, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), *mutatis mutandis* in accordance with the provisions of Condition 10.18.2 (*Write-Off*).

*Write-Off*

Unless otherwise specified in the Applicable Pricing Supplement, Condition 10.18 (*Write-Off*) will apply to a Tranche of Subordinated Notes where Write-Off is specified in the Applicable Pricing Supplement as being applicable. At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), the Unpaid Amount will be Written Off and all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, will be cancelled in the manner set out in Condition 10.18 (*Write-Off*).

**Taxation**

A summary of the more important fiscal provisions pertaining to the Notes, as at the Programme Date, is set out in the section of this Programme Memorandum headed "Taxation". The summary is not intended to be and does not constitute tax advice. Potential investors in the Notes should, before making an investment in the Notes, consult their own professional advisers as to the potential fiscal consequences of, and

their tax positions in respect of the acquisition, holding and/or disposal of the Notes.

*It should be noted that the tax consequences to the Subordinated Noteholder of the compulsory Conversion of Subordinated Notes into Controlling Company Ordinary Shares or the compulsory Write-Off of Subordinated Notes, upon the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), are complicated, and a ruling in this regard may need to be obtained from the South African Revenue Service.*

*A summary of some of the possible tax consequences is set out in the section of this Programme Memorandum headed "Taxation". Prospective subscribers for or purchasers of any Subordinated Notes must consult their professional advisers in this regard.*

<b>Terms and Conditions</b>	<p>The terms and conditions of the Notes are set out in the section of this Programme Memorandum headed "Terms and Conditions" ("Terms and Conditions").</p> <p>The Applicable Terms and Conditions of a Tranche of Notes are the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.</p>
<b>Transfer Agent</b>	<p>The Issuer, unless the Issuer elects to appoint another entity as Transfer Agent, as contemplated in Condition 18 (<i>Transfer Agent, Calculation Agent and Paying Agent</i>).</p>
<b>Type of Notes</b>	<p>A Tranche of Notes, whether Unsubordinated Notes or Subordinated Notes (but subject, in the case of Subordinated Notes, to the Capital Regulations), may comprise Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Mixed Rate Notes or Index Linked Notes or such combination of any of the foregoing or such other type of Note as may be determined by the Issuer and the relevant Dealer/s and specified in the Applicable Pricing Supplement.</p>
<b>Use of proceeds</b>	<p>The Issuer will use the net proceeds of the issue of a Tranche of Unsubordinated Notes for its general corporate purposes or as may otherwise be described in the Applicable Pricing Supplement.</p> <p>Subject to the applicable Capital Regulation, the proceeds of the issue of a Tranche of Additional Tier 1 Notes will rank as Additional Tier 1 Capital and the proceeds of the issue of a Tranche of Tier 2 Notes will rank as Tier 2 Capital, as specified in the Applicable Pricing Supplement.</p>
<b>Withholding tax</b>	<p>All payments of principal and interest in respect of the Notes will be made without withholding or deduction for or on account of any Taxes unless such withholding or deduction is required by Applicable Law. If any such withholding or other deduction is required by Applicable Law, the Issuer will, subject to the election of the Issuer to redeem that Tranche of Notes following a Tax Event pursuant to Condition 9.2 (<i>Redemption for tax reasons</i>) (and subject to certain exceptions as provided in Condition 12 (<i>Taxation</i>)), pay such additional amounts as shall be necessary in order the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction.</p>

## FORM OF THE NOTES

Subject, in the case of Subordinated Notes, to the applicable Capital Regulations, a Tranche of Notes may be issued in the form of Registered Notes (see "Registered Notes" below) or Order Notes (see "Order Notes" below), as specified in the Applicable Pricing Supplement.

### REGISTERED NOTES

#### Registered Notes issued in uncertificated form

Each Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE and each Tranche of unlisted Registered Notes will be issued in registered uncertificated form in terms of Chapter IV of the Financial Markets Act and will be held in the Central Securities Depository (see "Beneficial Interests in Registered Notes held in the Central Securities Depository" below). Registered Notes issued in uncertificated form will not be represented by any certificate or written instrument.

#### Beneficial Interests in Registered Notes held in the Central Securities Depository

The Participants will maintain records of the Beneficial Interests in Registered Notes held in the Central Securities Depository.

The registered Noteholder/s of the Registered Note/s in a Tranche of Registered Notes which is held in the Central Securities Depository will be determined in accordance with the CSD Procedures, and such registered Noteholder/s will be named in the Register as the registered holder/s of such Registered Note/s.

While a Tranche of Registered Notes is held in its entirety in the Central Securities Depository, the registered Noteholder/s of the Registered Note/s in that Tranche of Registered Notes, determined in accordance with the CSD Procedures, will be named in the Register as the sole Noteholder/s of such Registered Note/s.

The Central Securities Depository will hold each Tranche of Registered Notes subject to the Financial Markets Act and the Applicable Procedures. All amounts to be paid and, subject to the CSD Procedures, all rights to be exercised in respect of Registered Notes held in the Central Securities Depository will be paid to and, subject to the CSD Procedures, may be exercised only by the Central Securities Depository for the holders of Beneficial Interests in such Registered Notes.

The Central Securities Depository maintains central securities accounts only for Participants. As at the Programme Date, the Participants are Standard Chartered Bank Johannesburg Branch, Société Generale, Citibank N.A., South Africa Branch, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited and the South African Reserve Bank.

Beneficial Interests which are held by Participants will be held directly through the Central Securities Depository, and the Central Securities Depository will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the Central Securities Depository for such Participants.

The Participants are in turn required to maintain securities accounts for their clients. Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such Participants for such clients.

The clients of Participants may include the holders of Beneficial Interests in Registered Notes or their custodians. The clients of Participants, as the holders of Beneficial Interests in Registered Notes or as custodians for such holders, may exercise their rights in respect of their Beneficial Interests in such Registered Notes only through their Participants. Euroclear and Clearstream may hold Registered Notes which are held in the Central Securities Depository through their nominated Participant.

In relation to each person shown in the records of the Central Securities Depository or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular aggregate Outstanding Principal Amount of Registered Notes, a certificate or other document issued by the Central Securities Depository or the relevant Participant, as the case may be, as to the aggregate Outstanding Principal Amount of such Registered Notes standing to the account of any person shall be *prima facie* proof of such Beneficial Interest.

Title to Beneficial Interests held by Participants directly through the Central Securities Depository will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the Central Securities Depository for such Participants. Title to Beneficial Interests held by clients of Participants indirectly through such Participants will pass on transfer thereof by electronic book entry in the security accounts maintained by such Participants for such clients. Beneficial Interests may be transferred only in accordance with the CSD Procedures. Transfers of Beneficial Interests in Registered Notes will not be recorded in the Register.

Holders of Beneficial Interests must vote in accordance with the Applicable Procedures. Holders of Beneficial Interests in Registered Notes must exercise their respective rights to vote through their respective Participants. The respective Participants will vote in accordance with the respective instructions conveyed to them by the respective holders of Beneficial Interests in Registered Notes, in accordance with the CSD Procedures.

#### Registered Notes represented by Certificates

Subject to the Financial Markets Act, the holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for

Registered Notes represented by a Certificate in accordance with Condition 15.1 (*Exchange of Beneficial Interests*).

Each Noteholder of Registered Notes which are represented by a Certificate will be named in the Register as the registered Noteholder of such Registered Notes.

Title to Registered Notes represented by Certificates will pass upon registration of transfer in accordance with Condition 16.1.2 (*Transfer of Registered Notes represented by Certificates*).

The Issuer, the Paying Agent and the Transfer Agent shall regard the Register as the conclusive record of title to Registered Notes represented by Certificates.

#### **Payments**

Only the Central Securities Depository (in the case of Registered Notes held in the Central Securities Depository) and Noteholders named in the Register at 17h00 (South African time) on the Last Day to Register (in the case of Registered Notes represented by Certificates) will be entitled to payments of interest and/or principal in respect of such Registered Notes.

Payments of all amounts due and payable in respect of Registered Notes will be made, in accordance with Condition 11 (*Payments*), to the Central Securities Depository (in the case of Registered Notes held in the Central Securities Depository) or to the person named as the registered Noteholder of Registered Notes in the Register at 17h00 (South African time) on the Last Day to Register (in the case of Registered Notes represented by Certificates).

#### **Endorsements on Certificates representing Subordinated Notes**

If so required by the Capital Regulations, each Certificate (if any) representing Subordinated Notes will bear the legend prescribed by the applicable Capital Regulations.

#### **Transferability of Registered Notes**

The Registered Notes in a Tranche of Registered Notes will, upon issue, be freely transferrable and fully paid.

#### **ORDER NOTES**

A Tranche of Order Notes will be embodied in, and represented by, Order Certificate/s. Subordinated Notes will not be issued in the form of Order Notes.

Order Certificates which represent and embody interest-bearing Order Notes shall, if indicated in the Applicable Pricing Supplement, have interest Coupons attached to the relevant Order Certificates on issue. Order Certificates which represent and embody Order Notes which are repayable in instalments shall have Receipts for the payment of the instalments of principal (other than the final instalment) attached to the relevant Order Certificates on issue.

Title to Order Notes will pass by way of Endorsement and delivery of the relevant Order Certificate in accordance with Condition 16.2 (*Transfer of Order Notes*).

## PRO FORMA APPLICABLE PRICING SUPPLEMENT – UNSUBORDINATED NOTES

Set out below is the form of Applicable Pricing Supplement which will be completed for each Tranche of Registered Unsubordinated Notes which is to be listed on the Interest Rate Market of the JSE.

The form of Applicable Pricing Supplement which will be completed for each Tranche of Registered Unsubordinated Notes which is to be listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE will, subject to the Rules of that Financial Exchange and all Applicable Laws, be substantially in the form set out below adapted, as applicable, to comply with the Rules of that Financial Exchange and all Applicable Laws.

The form of Applicable Pricing Supplement which will be completed for each Tranche of unlisted Registered Unsubordinated Notes and each Tranche of Order Notes will be substantially in the form set out below adapted, as applicable, in such manner as is agreed by the Issuer and the relevant Dealer/s.



### CAPITEC BANK LIMITED

*(incorporated with limited liability under registration number 1980/003695/06 in the Republic of South Africa)*

## ZAR8,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME

issue of ZAR[ \* ] Unsubordinated [Type of Notes] due [ \* ] [ \* ] [ \* ]

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

This Applicable Pricing Supplement must be read in conjunction with the Amended and Updated Programme Memorandum, dated 21 April 2016, as amended and/or supplemented from time to time ("Programme Memorandum"), prepared by Capitec Bank Limited ("Issuer") in connection with the Capitec Bank Limited ZAR8,000,000,000 Domestic Medium Term Note Programme ("Programme").

The Programme Memorandum, dated 21 April 2016, was approved by the JSE Limited ("JSE") on 21 April 2016.

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

A.	DESCRIPTION OF THE NOTES	
1.	Issuer	Capitec Bank Limited
2.	Tranche number	[ ]
3.	Series number	[ ]
4.	Status of the Notes	Unsubordinated Notes (see Condition 5.1 ( <i>Status of the Unsubordinated Notes</i> ))
5.	Security	[Secured] [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	(*delete whichever of the below is not applicable)



- [Fixed Rate Notes]  
[Floating Rate Notes]  
[Mixed Rate Notes]  
[Zero Coupon Notes]  
[Index Linked Notes]  
[specify other]
8. Issue Date/First Settlement Date [ ]
9. Issue Price [100]%
10. Interest (*\*delete whichever of the below is not applicable*)  
[Fixed Rate Notes (see Condition 8.1 (*Fixed Rate Notes*))]  
[Floating Rate Notes (see Condition 8.2 (*Floating Rate Notes*))]  
[Mixed Rate Notes (see Condition 8.4 (*Mixed Rate Notes*))]  
[specify other]
11. Redemption/Payment Basis [Redemption at par] [specify other]
12. Change of interest or redemption payment basis [Not Applicable] [specify details of any provision for convertibility of Notes into another interest or redemption/payment basis]
13. Aggregate Principal Amount of this Tranche ZAR[ ]
14. Specified Currency [ZAR] [specify other (subject to the Exchange Control Regulations)]
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)] [specify other if the Specified Currency is not ZAR]
16. Minimum Specified Denomination of each Note [ZAR1,000,000] [specify other]
17. Calculation Amount [ZAR1,000,000] [specify other]
18. Business Day Convention [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [specify other]
19. Day Count Fraction [Not Applicable]  
[1/1] [Actual/365] [Actual/365 Fixed] [Actual/360] [30/360] [30E/360] [specify other]

## B. PROGRAMME AMOUNT

1. Programme Amount as at the Issue Date [ZAR8,000,000,000] [specify other]
2. Aggregate outstanding Principal Amount of all of the Notes (including Existing Notes) in issue under the Programme as at the Issue Date ZAR[ ], excluding the aggregate Principal Amount of this Tranche and any other Tranches of Notes issued on the Issue Date specified in Item A(9) 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 NOTES (*\*delete if not applicable*)

1. Fixed Interest Rate [The Notes will bear interest at the Fixed Interest Rate per annum (nominal annual compounded semi-annually) equal to [ ]% for the period from and including the Interest Commencement Date to but excluding the Redemption Date]

- [specify other]
- 2. Interest Commencement Date [Issue Date] [specify other]
- 3. Interest Payment Date/s Semi-annually in arrear on [ ] and [ ] of each year until the Redemption Date.
- 4. First Interest Payment Date [ ]
- 5. Interest Periods  
 The first Interest Period shall commence on (and include) the Interest Commencement Date and end on (but exclude) the first Interest Payment Date.  
  
 Thereafter, each successive Interest Period shall commence on (and include) the immediately preceding Interest Payment Date and end on (but exclude) the immediately following Interest Payment Date; provided that the final Interest Period shall end on (but exclude) the Redemption Date.
- 6. Fixed Coupon Amount ZAR[ ] per Calculation Amount.
- 7. Broken Amount/s [Applicable] [Not Applicable]
- 8. Default Rate [[ ] % per annum] (see Condition 8.6.1 (Default interest))
- 9. Other terms relating to the method of calculating the Fixed Interest Rate [Applicable] [give details]

**D. FLOATING RATE NOTES (\*delete if not applicable)**

- 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 D(9)(a) below) plus the Margin (see Item D(11) below), determined by the Calculation Agent in accordance with Condition 8.2.6 (Calculation of Interest Amount), for the period from and including the Issue Date to but excluding the Redemption Date]  
 [specify other]
- 2. Interest Commencement Date [Issue Date] [specify other]
- 3. Interest Payment Date/s Quarterly in arrear on [ ], [ ], [ ] and [ ] of each year until the Redemption Date.
- 4. First Interest Payment Date [Issue Date] [specify other]
- 5. Interest Periods  
 The first Interest Period shall commence on (and include) the Interest Commencement Date and end on (but exclude) the first Interest Payment Date.  
  
 Thereafter, each successive Interest Period shall commence on (and include) the immediately preceding Interest Payment Date and end on (but exclude) the immediately following Interest Payment Date; provided that the final Interest Period shall end on (but exclude) the Redemption Date.
- 6. Rate Determination Date/s [The first day of each Interest Period; provided that the Rate Determination Date for the first Interest Period shall be [ ] [specify other]  
  
 If any such date is not a Business Day, the Rate Determination Date will be the first following day that is a Business Day, unless it would thereby fall into the next calendar month, in which event the Rate Determination Date will be brought forward to the first preceding Business Day.
- 7. Manner in which the Floating Interest Rate is to be determined [Screen Rate Determination] [ISDA Determination] [Other Determination - specify]
- 8. **If ISDA Determination applicable:** (\*delete if not applicable)  
 [Applicable] [Not Applicable]
- (a) Floating Rate Option [ ]
- (b) Designated Maturity [ ]
- (c) Reset Date [ ]

9. **If Screen Rate Determination applicable:** (\*delete if not applicable)  
[Applicable] [Not Applicable]
- (a) Reference Rate [3-month JIBAR (being, subject to Condition 8.2.3 (*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 8.2.6 (*Calculation of Interest Amount*)]  
[specify other]
- (b) Relevant Screen Page [Reuters Screen SAFEY page] [specify other]
- (c) Relevant Time [11h00 (South African time) ] [specify other]
- (d) Reference Banks [Absa Bank Limited, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited] [specify other]
10. **If Other Determination applicable:** (\*delete if not applicable)  
[Applicable (Note: if the Floating Interest Rate to be calculated otherwise than by reference to Item D(8) above or Item D(9) above, insert basis for determining the Floating Interest Rate)] [Not Applicable]
11. Margin [ ]%
12. Minimum Floating Interest Rate [Applicable] [Not Applicable]
13. Maximum Floating Interest Rate [Applicable] [Not Applicable]
14. Default Rate [[ ]% per annum] (see Condition 8.6.1 (*Default interest*))
15. Fall back provisions, rounding provisions and any other terms relating to the method of calculating the Floating Interest Rate [Applicable] [give details]

**E. MIXED RATE NOTES** (\*delete if not applicable)

1. Interest Period/s during which the Interest Rate for the Mixed Rate Notes will be a Fixed Interest Rate, and for which Interest Period/s the Mixed Rate Notes will, pursuant to Condition 8.3 (*Mixed Rate Notes*), be construed as Fixed Rate Notes and have the terms set out in Item C above headed "Fixed Rate Note Provisions" [ ]
2. Interest Period/s during which the Interest Rate for the Mixed Rate Notes will be a Floating Interest Rate, and for which Interest Period/s the Mixed Rate Notes will, pursuant to Condition 8.3 (*Mixed Rate Notes*), be construed as Floating Rate Notes and have the terms set out in Item D above headed "Floating Rate Note Provisions" [ ]
3. Other terms relating to the method of calculating interest for Mixed Rate Notes [Not Applicable] [specify other terms]

**F. ZERO COUPON NOTES** (\*delete if not applicable)

1. Accrual Yield  [%] [specify other]
2. Reference Price  [ ]
3. Any other formula/basis of determining amount payable [Not Applicable] [give details]
4. Default Rate [Condition 8.6.2 (Default interest) applicable]] [specify other]
5. Other terms relating to the method of calculating payments for Zero Coupon Notes, if different from those set out in the Terms and Conditions [Not Applicable] [give details]

**G. INDEX LINKED NOTES** (\*delete if not applicable)

1. Type of Index Linked Notes [Indexed Interest Notes] [Indexed Redemption Amount Notes]
2. Index/Formula by reference to which Interest Rate / Interest Amount / Applicable Redemption Amount is to be determined [give details]
3. Manner in which the Interest Rate / Interest Amount / Applicable Redemption Amount is to be determined [give details]
4. Provisions where calculation by reference to Index/Formula is impossible or impracticable [give details]
5. Interest Commencement Date  [ ]
6. Interest Payment Date(s)  [ ]
7. First Interest Payment Date  [ ]
8. Interest Periods  [ ]
9. Minimum Rate of Interest [Not Applicable] [ % per annum]
10. Maximum Rate of Interest [Not Applicable] [ % per annum]
11. Market Disruption or Settlement Disruption Events [Describe any market disruption or settlement disruption events that affect the Index]
12. Index Sponsor  [ ]
13. Default Rate [ % per annum] (see Condition 8.6.1 (Default interest))
14. Other terms relating to the calculation of Interest Rate / Interest Amount / Applicable Redemption Amount [Not Applicable] [give details]
15. Other terms or special conditions [Not Applicable] [give details]

**H. OTHER NOTES** (\*delete if not applicable)

1. If the Notes are not Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes or Index Linked Notes set out the relevant description and the additional [Give details]

terms and conditions applicable to such Notes

## I. REDEMPTION

1. Maturity Date [ ]
2. Final Redemption Amount [The aggregate outstanding Principal Amount of this Tranche (plus accrued interest, if any) to the Maturity Date] [specify other]
3. Prior approval of the Relevant Authority required for redemption prior to the Maturity Date No
4. **Issuer Early Redemption Election:** [Applicable] [Not Applicable]
  - (a) **Redemption in whole** [Applicable] [Not Applicable]
    - Early Redemption Date (Call) [ ] [ ] [ ] or any Interest Payment Date falling after [ ]  
 (Note: If no date is specified above, the Early Redemption Date (Call) will be the Interest Payment Date (in the case of interest-bearing Notes) or other date (in the case of non-interest-bearing Notes) stipulated as the Early Redemption Date (Call) in the notice of redemption given by the Issuer in terms of Condition 9.4 (Redemption at the election of the Issuer))
    - Early Redemption Amount (Call) [The aggregate outstanding Principal Amount of this Tranche (plus accrued interest, if any) to the Early Redemption Date (Call)] [The aggregate amount of principal (or the relevant portion thereof) of this Tranche calculated in accordance with Condition 9.9 (Early redemption of Zero Coupon Notes)] [specify other]
  - (b) **Redemption in part** [Applicable] [Not Applicable]
    - Early Redemption Date/s (Call) [ ] [ ] [ ] [ ] [ ] [ ]  
 (Note: If no date/s is/are specified above, the Early Redemption Date/s (Call) will be the Interest Payment Date/s (in the case of interest-bearing Notes) or other date/s (in the case of non-interest-bearing Notes) stipulated as the Early Redemption Date/s (Call) in the notice/s of redemption given by the Issuer in terms of Condition 9.4 (Redemption at the election of the Issuer))
    - Early Redemption Amount/s (Call) The portion (expressed as a percentage) of this Tranche which will be redeemed on each Early Redemption Date (Call) will be specified in the notice of redemption given by the Issuer in terms of Condition 9.4 (Redemption at the election of the Issuer).
5. **Noteholder Early Redemption Election:** [Applicable] [Not Applicable]
6. **If Noteholder Early Redemption Election applicable:** A Noteholder of any Notes in this Tranche ("relevant Noteholder") may, at its election (but subject to Condition 9.7.2) require the Issuer to redeem all or any of such Notes held by the relevant Noteholder (as specified in the Noteholder Early Redemption Notice) ("relevant Notes"), in whole or in part (as specified in the Noteholder Early Redemption Notice), on the Early Redemption Date (Put), at the Early Redemption Amount (Put), as set out in Condition 9.7 (Redemption at the election of Noteholders).
  - (a) **Redemption in whole** [Applicable] [Not Applicable]
    - Early Redemption Date (Put) [ ]  
 (Note: if no date is specified above, the Early Redemption Date (Put) will be the Interest Payment Date (in the case of interest-bearing Notes) or other date (in the case of non-interest-bearing Notes) stipulated as the Early Redemption Date (Put) in the Noteholder Early Redemption Notice)
    - Early Redemption Amount (Put) [The aggregate outstanding Principal Amount of the relevant Notes (plus accrued interest, if any) to the Early Redemption Date (Put)] [The aggregate amount of principal of the relevant Notes calculated in accordance with Condition 9.9 (Early redemption of Zero Coupon Notes)] [specify other]

- (b) *Redemption in part* [Applicable] [Not Applicable]
- Early Redemption Date/s (Put) [ ][ ][ ][ ]  
(Note: If no date/s is/are specified above, the Early Redemption Date/s (Put) will be the Interest Payment Date/s (in the case of interest-bearing Notes) or other date/s (in the case of non-interest-bearing Notes) stipulated as the Early Redemption Date/s (Put) in the Noteholder Early Redemption Notice/s)
  - Early Redemption Amount/s (Put) The portion (expressed as a percentage) of the relevant Notes which (subject to Condition 9.7 (*Redemption at the election of Noteholders*)) the Issuer will be required to redeem on each Early Redemption Date (Put) will be specified in the Noteholder Early Redemption Notice.
- (c) *Noteholder Early Redemption Notice* In order to exercise the Noteholder Early Redemption Election, the relevant Noteholder must, not less than 30 (thirty) nor more than 60 (sixty) days before the Early Redemption Date (Put), send the duly completed Noteholder Early Redemption Notice, together with (where applicable) a copy of the Certificate (if any) representing the relevant Notes, to the Issuer, with a copy of the Noteholder Early Redemption Notice to the Transfer Agent and the Paying Agent, as more fully set out in Condition 9.7 (*Redemption at the election of Noteholders*).
- (d) *pro forma Noteholder Early Redemption Notice attached* [Yes] [No]
7. **Early redemption following a Tax Event:** [Applicable (see Condition 9.2 (*Redemption for tax reasons*))] [Not Applicable]
- (a) *Redemption in whole* [Applicable] [Not Applicable]
- Early Redemption Date (Tax) The Interest Payment Date (in the case of interest-bearing Notes) or other date (in the case of non-interest-bearing Notes) stipulated as the Early Redemption Date (Tax) in the notice of redemption given by the Issuer in terms of Condition 9.2 (*Redemption for tax reasons*).
  - Early Redemption Amount (Tax) [The aggregate outstanding Principal Amount of this Tranche (plus accrued interest, if any) to the Early Redemption Date (Tax)] [The aggregate amount of principal of this Tranche calculated in accordance with Condition 9.9 (*Early redemption of Zero Coupon Notes*)] [specify other]
- (b) *Redemption in part* [Applicable] [Not Applicable]
- Early Redemption Date/s (Tax) The Interest Payment Date/s (in the case of interest-bearing Notes) or other date/s (in the case of non-interest-bearing Notes) stipulated as the Early Redemption Date/s (Tax) in the notice/s of redemption given by the Issuer in terms of Condition 9.2 (*Redemption for tax reasons*).
  - Early Redemption Amount/s (Tax) The portion (expressed as a percentage) of this Tranche which will be redeemed on each Early Redemption Date (Tax) will be specified in the notice of redemption given by the Issuer in terms of Condition 9.2 (*Redemption for tax reasons*).
8. **Early redemption following a Regulatory Event:** Not Applicable
9. Other terms applicable on redemption [Not Applicable] [give details]

## J. AGENTS AND SPECIFIED OFFICES

1. Calculation Agent [Capitec Bank Limited] [specify other]
2. Specified Office of the Calculation Agent [1 Quantum Road, Techno Park, Stellenbosch, 7600, South Africa] [specify other]
3. Paying Agent [Capitec Bank Limited] [specify other]
4. Specified Office of the Paying Agent [1 Quantum Road, Techno Park, Stellenbosch, 7600, South Africa] [specify other]
5. Transfer Agent [Capitec Bank Limited] [specify other]

6. Specified Office of the Transfer Agent [1 Quantum Road, Techno Park, Stellenbosch, 7600, South Africa] *[specify other]*

#### K. REGISTER CLOSED

1. Last Day to Register Up until 17h00 (South African time) on [[ ] and [ ]] [[ ], [ ], [ ] and [ ]] 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.
2. Register Closed Period The Register will be closed during the 5 days preceding each Interest Payment Date and the Redemption Date from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding the Interest Payment Date and the Redemption Date, being the period during which the Register is closed for purposes of giving effect to transfers, redemptions or payments in respect of the Notes.
3. Books Closed Dates [[ ] and [ ]] [[ ], [ ], [ ] and [ ]] of each year until the Redemption Date.

#### L. GENERAL

1. Exchange control approval [Not Applicable] [Applicable] *(Note: see the section of the Programme Memorandum headed "Exchange Control")*
2. Additional selling restrictions [Not Applicable] *[give details]*
3. International Securities Numbering (ISIN) ZAG[ ]
4. Stock Code Number CBL[ ]
5. Financial Exchange JSE Limited (Interest Rate Market of the JSE)
6. Debt Sponsor [PSG Capital Proprietary Limited] *[specify other]*
7. Name of Dealer/s *[specify]*
8. Stabilisation Manager [Not Applicable] *[give details]*
9. Method of Distribution [Dutch Auction] [Dutch Auction (sealed bid without feedback)] [Private Placement] *[specify other]*
10. Bookbuild and Allocation Policy [Not Applicable] [As set out under "Auction and Allocation Policy" in the Term Sheet, dated [ ], prepared by [ ] and sent to potential investors for purposes of placing the Notes] *[specify other]*
11. Pricing Methodology [Not Applicable] *[give details]*
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. Other Banking Jurisdiction [Not Applicable] *[give details]*
14. 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] *[give details]*
15. 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 zaA from Standard & Poor's last reviewed on 13 October 2015 (and expected to be reviewed in October 2016)] *[specify other]*
16. Use of proceeds [The Issuer will use the net proceeds from the issue of this Tranche for its general corporate purposes] *[specify other]*
17. Other provisions [Not Applicable] *[give details]*

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 and any amendments to such annual financial statements and each supplement to the Programme Memorandum published by the Issuer from time to time (except as otherwise stated therein).

The Issuer certifies that, to the best of its knowledge and belief, there are no facts the omission of which would make the Programme Memorandum or any statement contained in the Programme Memorandum false or misleading, that all reasonable enquiries to ascertain such facts have been made, and that the Programme Memorandum contains or incorporates by reference (see the section of the Programme Memorandum headed "*Documents Incorporated by Reference*") all information required by the JSE Debt Listings Requirements and all other Applicable Laws.

Application is hereby made to list Tranche [ ] of Series [ ] of the Unsubordinated Notes on the Interest Rate Market of the JSE, as from [ ], pursuant to the Capitec Bank Limited ZAR8,000,000,000 Domestic Medium Term Note Programme.

**CAPITEC BANK LIMITED**

By: \_\_\_\_\_

*duly authorised*

Date: \_\_\_\_\_

By: \_\_\_\_\_

*duly authorised*

Date: \_\_\_\_\_

## PRO FORMA APPLICABLE PRICING SUPPLEMENT – SUBORDINATED NOTES

Set out below is the form of Applicable Pricing Supplement which will be completed for each Tranche of Subordinated Notes which is to be listed on the Interest Rate Market of the JSE.

The form of Applicable Pricing Supplement which will be completed for each Tranche of Subordinated Notes which is to be listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE will, subject to the Rules of that Financial Exchange and all Applicable Laws, be substantially in the form set out below adapted, as applicable, to comply with the Rules of that Financial Exchange and all Applicable Laws.

The form of Applicable Pricing Supplement which will be completed for each Tranche of unlisted Subordinated Notes will be substantially in the form set out below adapted, as applicable, in such manner as is agreed by the Issuer and the relevant Dealer/s.



### CAPITEC BANK LIMITED

*(incorporated with limited liability under registration number 1980/003695/06 in the Republic of South Africa)*

### ZAR8,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME

issue of ZAR[ \* ] Subordinated [Fixed Rate Notes] [Floating Rate Notes] due [ \* ] [ \* ] [ \* ]

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

This Applicable Pricing Supplement must be read in conjunction with the Amended and Updated Programme Memorandum, dated 21 April 2016, as amended and/or supplemented from time to time ("Programme Memorandum"), prepared by Capitec Bank Limited ("Issuer") in connection with the Capitec Bank Limited ZAR8,000,000,000 Domestic Medium Term Note Programme ("Programme").

The Programme Memorandum, dated 21 April 2016, was approved by the JSE Limited ("JSE") on 21 April 2016.

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

#### A. DESCRIPTION OF THE NOTES

1.	Issuer	Capitec Bank Limited
2.	Tranche number	[ ]
3.	Series number	[ ]
4.	Status of the Notes	Subordinated Notes: <i>(*delete whichever of the below is not applicable)</i> [Tier 2 Notes (see Condition 5.2 (Status of the Tier 2 Notes))] [Additional Tier 1 Notes (see Condition 5.3 (Status of the Additional Tier 1 Notes))]
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 *(\*delete whichever of the below is not applicable)*  
 [Fixed Rate Notes]  
 [Floating Rate Notes]
8. Issue Date/First Settlement Date [ ]
9. Issue Price [100]%
10. Interest *(\*delete whichever of the below is not applicable)*  
 [Fixed Rate Notes (see Condition 8.1 (Fixed Rate Notes))]  
 [Fixed Rate Notes (see Condition 8.1 (Fixed Rate Notes)) - Conversion to Floating Interest Rate if no redemption on or before the Reference Reset Date (see Condition 8.2 (Floating Rate Notes))]  
 [Floating Rate Notes (see Condition 8.2 (Floating Rate Notes))]
11. Redemption/Payment Basis Redemption at par
12. Change of interest or redemption payment basis [see Item C(15) below, if applicable] [Not Applicable]
13. Aggregate Principal Amount of this Tranche ZAR[ ]
14. Specified Currency [ZAR] *[specify other (subject to the Exchange Control Regulations)]*
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)] *[specify other if the Specified Currency is not ZAR]*
16. Minimum Specified Denomination of each Note [ZAR1,000,000] *[specify other]*
17. Calculation Amount [ZAR1,000,000] *[specify other]*
18. Business Day Convention [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] *[specify other]*
19. Day Count Fraction [Not Applicable]  
 [1/1] [Actual/365] [Actual/365 Fixed]] [Actual/360] [30/360] [30E/360] *[specify other]*

**B. PROGRAMME AMOUNT**

1. Programme Amount as at the Issue Date [ZAR8,000,000,000] *[specify other]*
2. Aggregate outstanding Principal Amount of all of the Notes (including Existing Notes) in issue under the Programme as at the Issue Date ZAR[ ], excluding the aggregate Principal Amount of this Tranche and any other Tranches of Notes issued on the Issue Date specified in Item A(9) 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 NOTES (\*delete if not applicable)**

1. Issuer election not to pay interest In the case of a Tranche of Additional Tier 1 Notes, this Item C is subject in all respects to Condition 7 (Interest Payments on Additional Tier 1 Notes). (Note: only applicable to Additional Tier 1 Notes)
2. Fixed Interest Rate [The Notes will bear interest at the Fixed Interest Rate per annum (nominal annual compounded semi-annually) equal to the sum of the Initial Reference Rate (see Item C(4) below) plus the Margin (see Item C(5) below), being [ ]%, for the period from and including the Interest Commencement Date to but excluding the Reference Reset

- Date (or the Redemption Date if the Redemption Date falls before the Reference Reset Date)]  
[specify other]
3. Reference Bond [The South African government bond designated as the ["R210"]] [specify other].
4. Initial Reference Rate [ ]%, being the average mid-market gross redemption yield rate per annum for the Reference Bond as published by the JSE in its mark to market report on the [Business Day immediately preceding the Issue Date] [specify other], determined by the Calculation Agent *mutatis mutandis* in accordance with Condition 8.2.3 (Screen Rate Determination).
5. Margin [ ]%
6. Interest Commencement Date [Issue Date] [specify other]
7. Interest Payment Date/s [Subject to Item C(15) below, if applicable] Semi-annually in arrear on [ ] and [ ] of each year until the [Reference Reset Date] [Redemption Date].
8. First Interest Payment Date [ ]
9. Interest Periods  
The first Interest Period shall commence on (and include) the Interest Commencement Date and end on (but exclude) the first Interest Payment Date.  
Thereafter, each successive Interest Period shall commence on (and include) the immediately preceding Interest Payment Date and end on (but exclude) the immediately following Interest Payment Date; provided that the final Interest Period shall end on (but exclude) the Redemption Date.
10. Reference Reset Date (\*delete if not applicable)  
[Applicable: the Reference Reset Date is the First Early Redemption Date (Call) (see Item E(5)(a) below)]  
[Not Applicable]
11. **Reset Reference Rate if no redemption on or before the Reference Reset Date:** (\*delete if not applicable)  
[Applicable] [Not Applicable]  
[If the Notes are not redeemed in full on or before the Reference Reset Date, the Notes will bear interest at the Fixed Interest Rate per annum (nominal annual compounded semi-annually) equal to the sum of the Reset Reference Rate (see Item C(11)(a) below) plus the Margin (see Item C(5) above), for the period from and including the Reference Reset Date to but excluding the Redemption Date]
- (a) Reset Reference Rate [The Reset Reference Rate is the average mid-market gross redemption yield rate per annum for the Reference Bond as published by the JSE in its mark to market report on the Reference Reset Date (see Item C(10) above), determined by the Calculation Agent *mutatis mutandis* in accordance with Condition 8.2.3 (Screen Rate Determination)]  
[specify other]
12. Fixed Coupon Amount ZAR[ ] per Calculation Amount.
13. Broken Amount(s) [Not Applicable] [give details]
14. Other terms relating to the method of calculating the Fixed Interest Rate [Not Applicable] [give details]
15. **Conversion to Floating Interest Rate if no redemption on or before the Reference Reset Date:** (\*delete if not applicable)  
[Applicable] [Not Applicable]  
[If the Notes are not redeemed in full on or before the Reference Reset Date, 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 D(10)(a) below) plus the Margin (see Item D(12) below), determined by the Calculation Agent in accordance with Condition 8.2.6 (Calculation of Interest Amount), for the period from

and including the Reference Reset Date to but excluding the Redemption Date]

- (a) Floating Interest Rate and other terms relating to the method of calculating the Floating Interest Rate See Item D below

16. Default Rate [ ] % per annum] (see Condition 8.6.1 (*Default interest*))

**D. FLOATING RATE NOTES** (\*delete if not applicable)

1. Issuer election not to pay interest In the case of a Tranche of Additional Tier 1 Notes, this Item D is subject in all respects to Condition 7 (*Interest Payments on Additional Tier 1 Notes*). (*Note: only applicable to Additional Tier 1 Notes*).

2. 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(10)(b) below) plus the Margin (see Item C(12) below), determined by the Calculation Agent in accordance with Condition 8.2.6 (*Calculation of Interest Amount*), for the period from and including the [Issue Date] [Reference Reset Date] to but excluding the Redemption Date]

[specify other]

3. Interest Commencement Date [ ]

4. Interest Payment Date/s Quarterly in arrear on [ ], [ ], [ ] and [ ] of each year until the Redemption Date.

5. First Interest Payment Date [Issue Date] [specify other]

6. Interest Periods The first Interest Period shall commence on (and include) the Interest Commencement Date and end on (but exclude) the first Interest Payment Date.

Thereafter, each successive Interest Period shall commence on (and include) the immediately preceding Interest Payment Date and end on (but exclude) the immediately following Interest Payment Date; provided that the final Interest Period shall end on (but exclude) the Redemption Date.

7. Rate Determination Date/s [The first day of each Interest Period; provided that the Rate Determination Date for the first Interest Period shall be [ ]] [specify other]

If any such date is not a Business Day, the Rate Determination Date will be the first following day that is a Business Day, unless it would thereby fall into the next calendar month, in which event the Rate Determination Date will be brought forward to the first preceding Business Day.

8. Manner in which the Floating Interest Rate is to be determined [Screen Rate Determination] [ISDA Determination] [Other Determination - specify]

**9. If ISDA Determination applicable:**

(a) Floating Rate Option [ ]

(b) Designated Maturity [ ]

(c) Reset Date [ ]

**10. If Screen Rate Determination applicable:** Applicable

(a) Reference Rate [3-month JIBAR (being, subject to Condition 8.2.3 (*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 8.2.6 (*Calculation of Interest Amount*))]

[specify other]

(b) Relevant Screen Page [Reuters Screen SAFEY page] [specify other]

- (c) Relevant Time [11h00 (South African time) ] [*specify other*]
- (d) Reference Banks [Absa Bank Limited, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited] [*specify other*]
11. **If Other Determination applicable:** [Applicable (Note: if the Floating Interest Rate is to be calculated otherwise than by reference to Item C(9) above or Item C(10) above, insert basis for determining the Floating Interest Rate)] [Not Applicable]
12. Margin [ ]%
13. Minimum Floating Interest Rate [Not Applicable] [*give details*]
14. Maximum Floating Interest Rate [Not Applicable] [*give details*]
15. Default Rate [[ ]% per annum] (see Condition 8.6.1 (Default interest))
16. Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest for the Floating Interest Rate [Not Applicable] [*give details*]

## E. REDEMPTION

1. Maturity Date [Subject to Item (E)(5), Item (E)(7) and Item (E)(8) below, this Tranche shall only be redeemed, at the aggregate Outstanding Principal Amount of this Tranche plus accrued interest (if any), on a winding-up (other than pursuant to a Solvent Reconstruction) or liquidation of the Issuer subject to Condition 5.3 (Status of the Additional Tier 1 Notes)] (Note: only applicable to a Tranche of Additional Tier 1 Notes which must be issued without a Maturity Date)
- [ [ ] ] (Note: A Tranche of Tier 2 Notes must have a minimum Maturity Period of five years and one day)
2. Final Redemption Amount [see Item E(1) above] (Note: only applicable to a Tranche of Additional Tier 1 Notes)
- [The aggregate outstanding Principal Amount of this Tranche (plus accrued interest, if any) to the Maturity Date.] (Note: only applicable to a Tranche of Tier 2 Notes)
3. Prior approval of the Relevant Authority required for redemption prior to the Maturity Date Yes
4. Make Whole Amount [Applicable] [Not Applicable] (*\*delete this paragraph 4 if not applicable*)
- [ ] (if applicable, specify manner in which the Make Whole Amount is to be calculated)
5. **Issuer Early Redemption Election:** [Applicable] [Not Applicable]
- (Note: where the Issuer Early Redemption Election is applicable, redemption of this Tranche is subject to the Issuer complying with the conditions to redemption set out in Condition 9.4.2 (Subordinated Notes))
- (a) *Redemption in whole* [Applicable] [Not Applicable]
- Early Redemption Date (Call) [ ] ("First Early Redemption Date (Call)") [or any Interest Payment Date falling after the First Early Redemption Date (Call)] (Note: the First Early Redemption Date (Call) may not fall earlier than the date being 5 (five) years and one day after the Issue Date)
  - Early Redemption Amount (Call) The aggregate outstanding Principal Amount of this Tranche (plus accrued interest, if any) to the Early Redemption Date (Call).
- (b) *Redemption in part* [Applicable] [Not Applicable]
- Early Redemption Date/s (Call) [ ] [ ] [ ] [ ] [ ]
- (Note 1: if no date/s is/are specified above, the Early Redemption Date/s (Call) will be the Interest Payment Date/s stipulated as the Early Redemption Date/s (Call) in the notice/s of redemption given by the Issuer in terms of Condition 9.4 (Redemption at the

*election of the Issuer))*

*(Note 2: no Early Redemption Date (Call) may fall earlier than the date being 5 (five) years and one day after the Issue Date)*

- Early Redemption Amount/s (Call) The portion (expressed as a percentage) of this Tranche which will be redeemed on each Early Redemption Date (Call) will be specified in the notice of redemption given by the Issuer in terms of Condition 9.4 (*Redemption at the election of the Issuer*).
6. **Noteholder Early Redemption Election:** Not Applicable
7. **Early redemption following a Tax Event:** [Applicable] [Not Applicable]  
*(Note: redemption of this Tranche pursuant to Condition 9.2 (Redemption for tax reasons) is subject to the prior written approval of the Relevant Authority)*
- (a) **Redemption in whole** [Applicable] [Not Applicable]
- Early Redemption Date (Tax) The Interest Payment Date stipulated as the Early Redemption Date (Tax) in the notice of redemption given by the Issuer in terms of Condition 9.2 (*Redemption for tax reasons*)
  - Early Redemption Amount (Tax) [The aggregate outstanding Principal Amount of this Tranche plus accrued interest (if any) to the Early Redemption Date (Tax)] [the Make Whole Amount plus accrued interest (if any) to the Early Redemption Date (Tax)] [*specify other*]
- (b) **Redemption in part** [Applicable] [Not Applicable]
- Early Redemption Date/s (Tax) The Interest Payment Date/s stipulated as the Early Redemption Date/s (Tax) in the notice/s of redemption given by the Issuer in terms of Condition 9.2 (*Redemption for tax reasons*).
  - Early Redemption Amount/s (Tax) The portion (expressed as a percentage) of this Tranche which will be redeemed on each Early Redemption Date (Tax) will be specified in the notice of redemption given by the Issuer in terms of Condition 9.2 (*Redemption for tax reasons*).
8. **Early redemption following a Regulatory Event:** [Applicable] [Not Applicable]  
*(Note: redemption of this Tranche pursuant to Condition 9.3 (Redemption for regulatory reasons) is subject to the prior written approval of the Relevant Authority)*
- (a) **Redemption in whole** [Applicable] [Not Applicable]
- Early Redemption Date (Regulatory) The Interest Payment Date stipulated as the Early Redemption Date (Regulatory) in the notice of redemption given by the Issuer in terms of Condition 9.3 (*Redemption for regulatory reasons*)
  - Early Redemption Amount (Regulatory) The aggregate outstanding Principal Amount of this Tranche plus accrued interest (if any) to the Early Redemption Date (Regulatory) [the Make Whole Amount plus accrued interest (if any) to the Early Redemption Date (Regulatory)] [*specify other*]
- (b) **Redemption in part** [Applicable] [Not Applicable]
- Early Redemption Date/s (Regulatory) The Interest Payment Date/s stipulated as the Early Redemption Date/s (Regulatory) in the notice/s of redemption given by the Issuer in terms of Condition 9.3 (*Redemption for regulatory reasons*).
  - Early Redemption Amount/s (Regulatory) The portion (expressed as a percentage) of this Tranche which will be redeemed on each Early Redemption Date (Regulatory) will be specified in the notice of redemption given by the Issuer in terms of Condition 9.3 (*Redemption for regulatory reasons*).
8. Independent Investment Bank [Not Applicable] [*give details*]
9. Other terms applicable on redemption [Not Applicable] [*give details*]

## F. OCCURRENCE OF THE TRIGGER EVENT

1. **Trigger Event:** (*\*delete whichever of the below is not applicable*)



[Condition 10.5 (Occurrence of the Trigger Event) applicable] (Note 1: applicable to a Tranche of Additional Tier 1 Notes which are accounted as equity (if any) and a Tranche of Tier 2 Notes)

[Condition 10.6 (Occurrence of the Trigger Event) applicable] (Note 2: applicable to a Tranche of Additional Tier 1 Notes which are accounted as liabilities)

[specify other]

**2. Write-Off :**

(\*delete if not applicable)

[Applicable] [Not Applicable]

[At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), the Unpaid Amount shall be Written Off and all of the Notes or the Relevant Portion of the Notes, as applicable, shall be cancelled in accordance with the provisions of Condition 10.18 (Write-Off)]

[specify other]

(a) Other terms applicable on Write-Off

[Not Applicable] [give details]

**3. Conversion:**

(\*delete if not applicable)

[Applicable] [Not Applicable]

[At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), all of the Notes or the Relevant Portion of the Notes, as applicable, shall be Converted in accordance with the provisions of Condition 10.19 (Conversion)]

[specify other]

(a) Controlling Company shareholders' approval

[As required by Condition 10.19.18 (Conversion), the shareholders of the Controlling Company have approved the issue and listing of this Tranche of Subordinated Notes in accordance with the JSE Listings Requirements applicable to the Main Board of the JSE.]

(b) Other terms applicable on Conversion

[Not Applicable] [give details]

## G. BANKS ACT PROVISIONS

1. Additional Conditions

[Not Applicable] [specify Additional Conditions]

2. Proceeds of issue

As at the Issue Date, the proceeds of the issue of this Tranche rank as [Additional Tier 1 Capital] [Tier 2 Capital].

## H. AGENTS AND SPECIFIED OFFICES

1. Calculation Agent

[Capitec Bank Limited] [specify other]

2. Specified Office of the Calculation Agent

[1 Quantum Road, Techno Park, Stellenbosch, 7600, South Africa] [specify other]

3. Paying Agent

[Capitec Bank Limited] [specify other]

4. Specified Office of the Paying Agent

[1 Quantum Road, Techno Park, Stellenbosch, 7600, South Africa] [specify other]

5. Transfer Agent

[Capitec Bank Limited] [specify other]

6. Specified Office of the Transfer Agent

[1 Quantum Road, Techno Park, Stellenbosch, 7600, South Africa] [specify other]

## I. REGISTER CLOSED

1. Last Day to Register

Up until 17h00 (South African time) on [[ ] and [ ]] [[ ], [ ], [ ] and [ ]] 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.

2. Register Closed Period The Register will be closed during the 5 days preceding each Interest Payment Date and the Redemption Date from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding the Interest Payment Date and the Redemption Date, being the period during which the Register is closed for purposes of giving effect to transfers, redemptions or payments in respect of the Notes.
3. Books Closed Dates [[ ] and [ ]][ [ ], [ ], [ ] and [ ]] of each year until the Redemption Date.

#### J. GENERAL

1. Exchange control approval [Not Applicable] [Applicable] (Note: see the section of the Programme Memorandum headed "Exchange Control")
2. Additional selling restrictions See Condition 9.11 (Purchase) – Condition 9.11.1 (Subordinated Notes)
3. International Securities Numbering (ISIN) ZAG[ ]
4. Stock Code Number CBL[ ]
5. Financial Exchange JSE Limited (Interest Rate Market of the JSE)
6. Debt Sponsor [PSG Capital Proprietary Limited] [specify other]
7. Name of Dealer/s [specify]
8. Stabilisation Manager [Not Applicable] [give details]
9. Method of Distribution [Dutch Auction] [Dutch Auction (sealed bid without feedback)] [Private Placement] [specify other]
10. Bookbuild and Allocation Policy [Not Applicable] [As set out under "Auction and Allocation Policy" in the Term Sheet, dated [ ], prepared by [ ] and sent to potential investors for purposes of placing the Notes] [specify other]
11. Pricing Methodology [Not Applicable] [give details]
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. Other Banking Jurisdiction [Not Applicable] [give details]
14. 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] [give details]
15. 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 zaA from Standard & Poor's last reviewed on 13 October 2015 (and expected to be reviewed in October 2016)] [specify other]
16. Use of proceeds As at the Issue Date, the proceeds of the issue of this Tranche rank as [Additional Tier 1 Capital] [Tier 2 Capital].
17. Other provisions [Not Applicable] [give details]

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 and any amendments to such annual financial statements and each supplement to the Programme Memorandum published by the Issuer from time to time (except as otherwise stated therein).

The Issuer certifies that, to the best of its knowledge and belief, there are no facts the omission of which would make the Programme Memorandum or any statement contained in the Programme Memorandum false or misleading, that all reasonable enquiries to ascertain such facts have been made, and that the Programme Memorandum contains or incorporates by reference (see the section of the Programme Memorandum headed "Documents Incorporated by Reference") all information required by the JSE Debt Listings Requirements and all other Applicable Laws.

Application is hereby made to list Tranche [ ] of Series [ ] of the Subordinated Notes on the Interest Rate Market of the JSE, as from [ ], pursuant to the Capitec Bank Limited ZAR8,000,000,000 Domestic Medium Term Note Programme.

**CAPITEC BANK LIMITED**

By: \_\_\_\_\_

*duly authorised*

Date: \_\_\_\_\_

By: \_\_\_\_\_

*duly authorised*

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

The following is the text of the Terms and Conditions:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

Unless separately defined in the Terms and Conditions or, in relation to a Tranche of Notes, unless separately defined in the Applicable Pricing Supplement, the following expressions have the following meanings:

**"Accrual Yield"** means, in relation to a Tranche of Zero Coupon Notes, the yield accruing on the Issue Price, specified as a percentage in the Applicable Pricing Supplement;

**"Actual Payment Date"** means, in relation to each Note in a Tranche of Notes, the earlier of (A) the date on which the full amount due and payable by the Issuer to the Noteholder of such Note under the Applicable Terms and Conditions has been paid to the Noteholder of such Note or (B) if such Note is held in the Central Securities Depository, the date on which the full amount due and payable by the Issuer to the Noteholder of such Note under the Applicable Terms and Conditions has been paid to the Central Securities Depository and (in the circumstances set out in Condition 8.6 (*Default interest*)) notice to that effect has been given by the Issuer to the Noteholder of such Note (in the manner set out in Condition 19 (*Notices*));

**"Actual Redemption Date"** means, in relation to each Note in a Tranche of Notes, the earlier of (A) the date upon which such Note is actually redeemed in full by the Issuer and the full amount due and payable by the Issuer to the Noteholder of such Note under the Applicable Terms and Conditions has been paid to the Noteholder of such Note or (B) if such Note is held in the Central Securities Depository, the date on which the full amount due and payable by the Issuer to the Noteholder of such Note under the Applicable Terms and Conditions has been paid to the Central Securities Depository and (in the circumstances set out in Condition 8.6 (*Default interest*)) notice to that effect has been given by the Issuer to the Noteholder of such Note (in the manner set out in Condition 19 (*Notices*));

**"Additional Conditions"** means, in relation to a Tranche of Subordinated Notes, such conditions, in addition to the conditions specified in the applicable Capital Regulations, as may be prescribed by the Relevant Authority for the proceeds of the issue of that Tranche of Subordinated Notes to qualify as Regulatory Capital pursuant to the approval granted by the Relevant Authority for the issue of that Tranche of Subordinated Notes, as specified in the Applicable Pricing Supplement;

**"Additional Tier 1 Capital"** means *"additional tier 1 capital"* as defined in the Banks Act;

**"Additional Tier 1 Capital Regulations"** means Regulation 38(13)(b) of the Regulations Relating to Banks and/or such other provisions of the Capital Regulations with which the instruments and/or shares contemplated in that Regulation 38(13)(b) (including the Additional Tier 1 Notes) must comply in order for the proceeds of the issue of such instruments and/or shares to rank as Additional Tier 1 Capital;

**"Additional Tier 1 Noteholder"** means a Noteholder of Additional Tier 1 Note/s;

**"Additional Tier 1 Notes"** means Notes specified as such in the Applicable Pricing Supplement and complying with the Additional Tier 1 Capital Regulations;

**"Affiliate/s"** means, in relation to any Person, each *"subsidiary"* and each *"holding company"* (each as defined in the Companies Act) of that Person, and each other Person who directly or indirectly by whatever method controls that first-mentioned Person;

**"all of the Subordinated Notes"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.14 (*Occurrence of the Trigger Event*) and **"Relevant Portion of the Subordinated Notes"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.15 (*Occurrence of the Trigger Event*);

**"Applicable Agency Agreement"** means, if the Issuer elects to appoint another entity as Transfer Agent and/or Calculation Agent and/or Paying Agent, the written agency agreement/s entered into between the Issuer and that successor Transfer Agent and/or successor Calculation Agent and/or successor Paying Agent, as amended, novated and/or substituted from time to time in accordance with its/their terms;

**"Applicable Laws"** means, in relation to the Issuer (or any other person), all and any statutes, subordinate legislation, regulations, ordinances, directives, circulars and guidance notices, and judgments and decisions of any competent authority in South Africa, (including without limitation, the Banks Act, the Capital Regulations, the Regulations Relating to Banks, the JSE Debt Listings Requirements and the Applicable Procedures), compliance with which is mandatory for the Issuer (or that other person);

**"Applicable Pricing Supplement"** means, in relation to a Tranche of Notes, the pricing supplement completed and signed by the Issuer in relation to the issue of that Tranche of Notes, setting out such additional and/or other terms and conditions as are applicable to that Tranche of Notes, based upon the *pro forma* pricing supplement which is set out in (i) the section of

the Programme Memorandum headed "*Pro Forma Applicable Pricing Supplement – Unsubordinated Notes*" (in the case of a Tranche of Unsubordinated Notes) or (ii) the section of the Programme Memorandum headed "*Pro Forma Applicable Pricing Supplement – Subordinated Notes*" (in the case of a Tranche of Subordinated Notes), as the case may be;

**"Applicable Procedures"** means, in relation to a Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE and/or held in the Central Securities Depository, the CSD Procedures, the JSE Rules, the JSE Debt Listings Requirements and such other rules and operating procedures for the time being as are applicable to the Central Securities Depository and/or Participants and/or the JSE and, in relation to a Tranche of Registered Notes which is listed on any other Financial Exchange, the rules and operating procedures for the time being of that Financial Exchange;

**"Applicable Terms and Conditions"** means, in relation to a Tranche of Notes, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes;

**"Arranger"** means Capitec Bank Limited;

**"Banks Act"** means the Banks Act, 1990 as amended from time to time;

**"Basel III Accord"** means the documents entitled "*Basel Committee on Banking Supervision – Basel III: A global regulatory framework for more resilient banks and banking systems – December 2010 (rev June 2011)*" and "*Basel Committee on Banking Supervision – Basel III: International Framework for liquidity risk measurements, standards and monitoring – December 2010 [(rev June 2011)]*" published by the Basel Committee on Banking Supervision on 16 December 2010, as supplemented and/or amended from time to time;

**"Beneficial Interest"** means, in relation to a Tranche of Registered Notes which is held in the Central Securities Depository, the beneficial interest as co-owner of all of the Registered Notes in that Tranche, as contemplated in Chapter IV of the Financial Markets Act, the nominal value of which beneficial interest, in relation to any number of Registered Notes in that Tranche, is determined by reference to the proportion that the aggregate Outstanding Principal Amount of such number of Registered Notes bears to the aggregate Outstanding Principal Amount of all of the Registered Notes in that Tranche, as contemplated in Chapter IV of the Financial Markets Act;

**"Bills of Exchange Act"** means the Bills of Exchange Act, 1964;

**"Blocked Rand"** means, for purposes of the Exchange Control Regulations, funds which may not be remitted out of South Africa or paid into a bank account outside South Africa;

**"Business Day"** means, subject to the Applicable Procedures:

- a) where the Specified Currency is ZAR, a day (other than a Saturday, Sunday or statutory public holiday in South Africa) on which commercial banks settle payments in Rand in Johannesburg;
- b) where the Specified Currency is not ZAR, a day (other than a Saturday, Sunday or statutory public holiday) on which commercial banks and foreign exchange markets settle payments in the Specified Currency in the Principal Financial Centre of the Specified Currency;

**"Business Day Convention"** means, in relation to a Tranche of Notes (where applicable), the convention for adjusting any date if it would otherwise fall on a day that is not a Business Day, and the following terms, when specified in the Applicable Pricing Supplement and used in conjunction with the term "Business Day Convention" and a date, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:

- a) if **"Following"** is specified in the Applicable Pricing Supplement the relevant payment date will be the first following day that is a Business Day; or
- b) if **"Modified Following"** or **"Modified"** is specified in the Applicable Pricing Supplement, the relevant payment date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; or
- c) if **"Preceding"** is specified in the Applicable Pricing Supplement, the relevant payment date will be the first preceding day that is a Business Day; or
- d) such other method of adjusting the relevant payment date as is specified in the Applicable Pricing Supplement;

**"Calculation Agent"** means Capitec Bank Limited or, if the Issuer elects to appoint another entity as Calculation Agent, as contemplated in Condition 18 (*Transfer Agent, Calculation Agent and Paying Agent*), that other entity, as the case may be;

**"Calculation Amount"**, in relation to a Tranche of Notes (where applicable), has the meaning given in the Applicable Pricing Supplement;

**"Capital Regulations"** means, at any time, any (i) legislation (including the Banks Act and/or any statutory bail-in option under South African law) then in effect in South Africa, (ii) regulations (including the Regulations Relating to Banks) then in effect in South Africa, (iii) the Circulars (including, without limitation, Circular C6/2014), Guidance Notes (including, without

limitation, Guidance Note 07/2013) and Directives then in effect in South Africa issued by the Relevant Authority, which legislation, regulations, Circulars, Guidance Notes and Directives relate to and/or provide for the implementation of the Basel III Accord in South Africa;

**"Capitec Group"** means the Controlling Company, the Issuer and each wholly-owned consolidated Subsidiary of the Controlling Company which is regulated as a banking operation;

**"Central Securities Depository"** means Strate Proprietary Limited (incorporated with limited liability in South Africa under registration number 1998/022242/07), licensed as a central securities depository in terms of the Securities Services Act or any successor depository operating in terms of the Financial Markets Act or any additional or alternate depository approved by the Issuer;

**"Certificate"** means the single certificate in definitive registered form without interest coupons representing Registered Notes for which a Beneficial Interest has been exchanged in accordance with Condition 15.1 (*Exchange of Beneficial Interests*);

**"CET 1 Ratio"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.6.2 (*Occurrence of the Trigger Event*);

**"Circular C6/2014"** means Circular C6/2014 headed "*Interpretation of specified conditions for the issuing of instruments or shares which rank as additional tier 1 capital and tier 2 capital*", dated 2 June 2014, issued by the Relevant Authority in terms of section 6 of the Banks Act, as updated amended and/or replaced from time to time;

**"Common Monetary Area"** means, for purposes of the Exchange Control Regulations, South Africa, the Republic of Namibia, the Kingdom of Lesotho and the Kingdom of Swaziland;

**"Common Equity Tier 1 Capital"** means "*common equity tier 1 capital*" as defined in the Banks Act;

**"Companies Act"** means the Companies Act, 2008;

**"Condition"** means a numbered term or condition forming part of the Terms and Conditions;

**"Controlling Company"** means Capitec Bank Holdings Limited (incorporated with limited liability in South Africa under registration number 1999/025903/06) or any other company which, after the Programme Date, becomes the "*controlling company*" (as defined in the Banks Act) of the Issuer, as the case may be;

**"Controlling Company Ordinary Shares"** means ordinary shares in the share capital of the Controlling Company;

**"Conversion"** and **"Converted"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.3 (*Occurrence of the Trigger Event*);

**"Conversion Agreement"** means the written agreement entitled "*Conversion Agreement*" entered into (or to be entered into), prior to the Issue Date of the first Tranche of Subordinated Notes to which Conversion is applicable to be issued under the Programme, between the Issuer and the Controlling Company, as amended, novated and/or substituted from time to time in accordance with its terms;

**"Coupon"** means an interest coupon representing and embodying the right to an interest payment in respect of an interest bearing Order Note, and which is attached on issue to the relevant Order Certificate;

**"CSD Procedures"** means, in relation to a Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE (and/or held in the Central Securities Depository), the rules and operating procedures for the time being of the Central Securities Depository and Participants;

**"Day Count Fraction"** means, in relation to a Tranche of Notes (where applicable):

- a) if "1/1" is specified in the Applicable Pricing Supplement, 1; or
- b) if "Actual/365", "Act/365", "Actual/Actual" or "Act/Act" is specified in the Applicable Pricing Supplement, the actual number of days in the Interest Period in respect of which payment is being made divided by 365 (or, if any portion of the Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365); or
- c) if "Actual/365 (Fixed)", "Act/365 (Fixed)", "A/365 (Fixed)" or "A/365F" is specified in the Applicable Pricing Supplement, the actual number of days in the Interest Period in respect of which payment is being made divided by 365; or
- d) if "Actual/360", "Act/360" or "A/360" is specified in the Applicable Pricing Supplement, the actual number of days in the Interest Period in respect of which payment is being made divided by 360; or
- e) if "30/360", "360/360" or "Bond Basis" is specified in the Applicable Pricing Supplement, the number of days in the Interest Period in respect of which payment is being made divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (i) the last day of the Interest Period is the 31st

day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month or (ii) that last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month); or

- f) if "30E/360" or "Eurobond Basis" is specified in the Applicable Pricing Supplement, the number of days in the Interest Period in respect of which payment is being made divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Interest Period unless, in the case of the final Interest Period, the Interest Payment Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month); or
- g) such other calculation method as is specified in the Applicable Pricing Supplement;

"Dealer" means FirstRand Bank Limited, acting through its Rand Merchant Bank division (incorporated with limited liability under registration number 1929/001225/06 in South Africa) and each additional Dealer appointed by the Issuer from time to time, as contemplated in the Programme Agreement, which appointment may be for a specific issue of one or more Tranches of Notes or on an ongoing basis for the duration of the Programme, subject to the Issuer's right to terminate the appointment of any Dealer;

"Debt Sponsor" means PSG Capital Proprietary Limited (incorporated with limited liability in South Africa under registration number 2006/015817/07), or such other person as may be appointed by the Issuer from time to time in accordance with the Applicable Procedures;

"Default Rate" means, in relation to a Tranche of Notes (where applicable), the default rate specified as such in the Applicable Pricing Supplement;

"Deposit" means a "deposit" as defined in the Banks Act;

"Depositor" means any Person having a claim against the Issuer in respect of a Deposit;

"Discretion", in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.9 (*Occurrence of the Trigger Event*);

"Dividend Restriction Agreement" means the written agreement entitled "*Dividend Restriction Agreement*" entered into (or to be entered into), prior to the Issue Date of the first Tranche of Additional Tier 1 Notes to be issued under the Programme, by the Issuer and the Controlling Company, as amended, novated and/or substituted from time to time in accordance with its terms;

"Early Redemption Amount (Call)" means, in relation to a Tranche of Notes (where applicable), as specified in the Applicable Pricing Supplement: (i) the aggregate Outstanding Principal Amount (or the relevant portion thereof) of that Tranche plus accrued interest (if any) to the Early Redemption Date (Call) or (ii) the aggregate amount of principal (or the relevant portion thereof) of that Tranche calculated in accordance with Condition 9.9 (*Early redemption of Zero Coupon Notes*) or (iii) such other amount as is specified in (or calculated in the manner set out in) the Applicable Pricing Supplement;

"Early Redemption Amount (Put)" means, in relation to each Unsubordinated Note in a Tranche of Unsubordinated Notes (where applicable), as specified in the Applicable Pricing Supplement: (i) the Outstanding Principal Amount (or the relevant portion thereof) of that Unsubordinated Note plus accrued interest (if any) to the Early Redemption Date (Put) or (ii) the amount of principal (or the relevant portion thereof) of that Unsubordinated Note calculated in accordance with Condition 9.9 (*Early redemption of Zero Coupon Notes*) or (iii) such other amount as is specified in (or calculated in the manner set out in) the Applicable Pricing Supplement;

"Early Redemption Amount (Regulatory)" means, in relation to a Tranche of Subordinated Notes, as specified in the Applicable Pricing Supplement: (i) the aggregate Outstanding Principal Amount (or the relevant portion thereof) of that Tranche plus accrued interest (if any) to the Early Redemption Date (Regulatory) or (ii) the Make Whole Redemption Amount (or the relevant portion thereof) plus accrued interest (if any) to the Early Redemption Date (Regulatory) or (iii) such other amount as is specified in (or calculated in the manner set out in) the Applicable Pricing Supplement;

"Early Redemption Amount (Tax)" means:

- a) in relation to a Tranche of Unsubordinated Notes, as specified in the Applicable Pricing Supplement: (i) the aggregate Outstanding Principal Amount (or the relevant portion thereof) of that Tranche plus accrued interest (if any) to the Early Redemption Date (Tax) or (ii) the aggregate amount of principal (or the relevant portion thereof) of that Tranche calculated in accordance with Condition 9.9 (*Early redemption of Zero Coupon Notes*) or (iii) such other amount as is specified in (or calculated in the manner set out in) the Applicable Pricing Supplement;
- b) in relation to a Tranche of Subordinated Notes, as specified in the Applicable Pricing Supplement: (i) the aggregate Outstanding Principal Amount (or the relevant portion thereof) of that Tranche plus accrued interest (if any) to the Early Redemption Date (Tax) or (ii) the Make Whole Redemption Amount (or the relevant portion thereof) plus accrued interest (if any) to the Early Redemption Date (Tax) or (iii) such other amount as is specified in (or calculated



in the manner set out in) the Applicable Pricing Supplement;

**"Early Redemption Date (Call)"** means:

- a) in relation to a Tranche of Unsubordinated Notes (where applicable), the date/s specified as such in the Applicable Pricing Supplement or, if no such date/s is/are specified in the Applicable Pricing Supplement, the Interest Payment Date/s (in the case of interest-bearing Notes) or other date/s (in the case of non-interest-bearing Notes) stipulated as the date/s for redemption of that Tranche of Notes (in whole or in part), in the notice/s of redemption given by the Issuer in terms of Condition 9.4 (*Redemption at the election of the Issuer*), as applicable;
- b) in relation to a Tranche of Subordinated Notes (where applicable), subject to the applicable Capital Regulations, the First Early Redemption Date (Call) and, if so specified in the Applicable Pricing Supplement, any Interest Payment Date falling after the First Early Redemption Date (Call);

**"Early Redemption Date (Put)"** means, in relation to each Note in a Tranche of Unsubordinated Notes (where applicable), the date/s specified as such in the Applicable Pricing Supplement or, if no such date/s is/are specified in the Applicable Pricing Supplement, the Interest Payment Date/s (in the case of interest-bearing Unsubordinated Notes) or other date/s (in the case of non-interest-bearing Unsubordinated Notes) stipulated as the date/s for redemption of such Unsubordinated Note (in whole or in part) in the Noteholder Early Redemption Notice/s given by the Noteholder of that Unsubordinated Note in terms of Condition 9.7 (*Redemption at the election of Noteholders*), as applicable;

**"Early Redemption Date (Regulatory)"** means, in relation to a Tranche of Subordinated Notes, the date/s stipulated as the date/s for redemption of that Tranche of Subordinated Notes (in whole or in part) in the notice/s of redemption given by the Issuer in terms of Condition 9.3 (*Redemption for regulatory reasons*);

**"Early Redemption Date (Tax)"** means, in relation to a Tranche of Notes, the Interest Payment Date/s (in the case of interest-bearing Notes) or other date/s (in the case of non-interest-bearing Notes) stipulated as the date/s for redemption of that Tranche of Notes (in whole or in part) in the notice/s of redemption given by the Issuer in terms of Condition 9.2 (*Redemption for tax reasons*);

**"Early Termination Amount"** means:

- a) in relation to each Note in a Tranche of Unsubordinated Notes which has been accelerated by the Noteholder of that Unsubordinated Note in terms of Condition 13.1 (*Events of Default relating to Unsubordinated Notes*), (i) the Outstanding Principal Amount of that Note plus accrued interest (if any) to the Actual Redemption Date or (ii) the amount of principal of that Unsubordinated Note calculated in accordance with Condition 9.9 (*Early redemption of Zero Coupon Notes*) or (iii) such other amount as is specified in (or calculated in the manner set out in) the Applicable Pricing Supplement;
- b) in relation to each Note in a Tranche of Tier 2 Notes which has been accelerated in terms of Condition 13.2.4 (*Events of Default relating to Tier 2 Notes*), (i) the Outstanding Principal Amount of that Note plus accrued interest (if any) to the Actual Redemption Date or (ii) such other amount as is specified in (or calculated in the manner set out in) the Applicable Pricing Supplement;

**"Eligible Capital"** means the proceeds of the issue of shares and/or instruments (including, without limitation, Subordinated Notes, Other Additional Tier 1 Capital Instruments and Other Tier 2 Capital Instruments) which proceeds rank (or are deemed under the Capital Regulations to rank) on issue for inclusion in the Tier 2 Capital or the Additional Tier 1 Capital or the Common Equity Tier 1 Capital of the Issuer or the Controlling Company on a solo and/or consolidated basis, in accordance with the Capital Regulations;

**"Encumbrance"** means any mortgage, cession of rights, charge, lien, pledge, assignment, hypothecation, preferential right, or other security interest or arrangement creating real rights of security, but expressly excluding any guarantee, indemnity, suretyship or other arrangement creating personal rights of security;

**"Event of Default"** means:

- a) in relation to a Tranche of Unsubordinated Notes, any of the events described in Condition 13.1 (*Events of Default relating to Unsubordinated Notes*);
- b) in relation to a Tranche of Tier 2 Notes, any of the events described in Condition 13.2 (*Events of Default relating to Tier 2 Notes*);
- c) in relation to a Tranche of Additional Tier 1 Notes, any of the events described in Condition 13.3 (*Events of Default relating to Additional Tier 1 Notes*);

**"Exchange Control Authorities"** means the Financial Surveillance Department of the South African Reserve Bank;

**"Exchange Control Regulations"** means the Exchange Control Regulations, 1961 promulgated pursuant to the Currency and Exchanges Act, 1933;

**"Existing Notes"** means "Notes" (as defined in the section of the Previous Programme Memorandum headed "*Terms and Conditions of the Unsubordinated Notes, Tier 2 Notes and Tier 3 Notes*") issued under the Programme, pursuant to the Previous Programme Memorandum, which remain in issue under the Programme as at the Programme Date, it being recorded that no "*Tier 1 Notes*" (as defined in the section of the Previous Programme Memorandum headed "*Terms and Conditions of the Tier 1 Notes*") remain in issue under the Programme as at the Programme Date;

**"Extraordinary Resolution"** means a resolution passed at a properly constituted meeting of (as applicable) all of the Noteholders or the relevant Group/s of Noteholders, upon a poll, by a majority consisting of not less than 75% of the votes cast on such poll;

**"Final Redemption Amount"** means, in relation to a Tranche of Notes (other than a Tranche of Additional Tier 1 Notes) which is to be redeemed on the Maturity Date in terms of Condition 9.1 (*Scheduled redemption*), (i) the aggregate Outstanding Principal Amount of that Tranche plus accrued interest (if any) to the Maturity Date or (ii) such other amount as may be specified in (or calculated in the manner set out in) the Applicable Pricing Supplement;

**"Financial Exchange"** means, in relation to a Tranche of listed Registered Notes, the Interest Rate Market of the JSE and/or such other (or additional) financial exchange/s as may be determined by the Issuer and the relevant Dealer/s subject to all Applicable Laws, as specified in the Applicable Pricing Supplement;

**"Financial Markets Act"** means the Financial Markets Act, 2012;

**"First Early Redemption Date (Call)"** means, in relation to a Tranche of Subordinated Notes to which the Issuer Early Redemption Election is applicable, the date specified as such in the Applicable Pricing Supplement;

**"First Interest Payment Date"** means, in relation to a Tranche of Notes (where applicable), the date specified as such in the Applicable Pricing Supplement;

**"Fixed Coupon Amount"** means, in relation to a Tranche of Notes (where applicable), the amount specified as such in the Applicable Pricing Supplement;

**"Fixed Interest Rate"** means, in relation to a Tranche of Notes (where applicable), the fixed interest rate per annum specified as such in (or calculated in the manner set out in) the Applicable Pricing Supplement;

**"Fixed Rate Notes"** means a Tranche of Notes which will bear interest at a fixed Interest Rate, as specified in the Applicable Pricing Supplement;

**"Floating Interest Rate"** means, in relation to a Tranche of Notes (where applicable), the floating interest rate per annum specified as such in (or calculated in the manner set out in) the Applicable Pricing Supplement;

**"Floating Rate Notes"** means a Tranche of Notes which will bear interest at a floating Interest Rate, as specified in the Applicable Pricing Supplement;

**"Group Company"** means any company within the Capitec Group;

**"Group of Noteholders"** means, in relation to a Tranche of Notes, the holders of the Notes in that Tranche or, if a Tranche of Notes is in the same Series as any other Tranche or Tranches of Notes, the holders of the Notes in that Series, as the case may be;

**"Guidance Note 07/2013"** means Guidance Note 07/2013 headed "*Loss absorbency requirements for Additional Tier 1 and Tier 2 capital instruments*", dated 18 October 2013, issued by the Relevant Authority in terms of section 6 of the Banks Act, as updated amended and/or replaced from time to time;

**"Indebtedness"** means:

- a) any indebtedness of any Person in respect of moneys borrowed or raised whether present or future, actual or contingent (including, without limitation, any indebtedness of any Person arising from any transaction which has the commercial effect of a borrowing); and
- b) in relation to any indebtedness of any Person described in sub-paragraph (a) above, any obligation of another Person to pay such indebtedness whether present or future, actual or contingent (including, without limitation, any guarantee and/or suretyship and/or indemnity given by such other Person and/or any transaction entered into by such other Person which has the commercial effect of a guarantee, suretyship or indemnity);

**"Independent Investment Bank"** means, in relation to a Tranche of Additional Tier 1 Notes (where applicable), the investment bank specified as such in the Applicable Pricing Supplement or, if none, the bank (selected by the Calculation Agent and approved by the Issuer);

**"Indexed Linked Notes"** means a Tranche of Notes, the Redemption Amount and/or the Interest Amount of which is not fixed on the Issue Date, but which is calculated with reference to such index (or indices) as is/are specified in the Applicable Pricing Supplement;

**"Initial Reference Rate"** means, in relation to a Tranche of Subordinated Notes (where applicable), the rate specified as such in (or calculated in the manner set out in) the Applicable Pricing Supplement

**"Interest Amount"** means, in relation to a Tranche of Notes for an Interest Period (where applicable), the amount of interest payable in respect of that Tranche of Notes for that Interest Period;

**"Interest Commencement Date"** means, in relation to a Tranche of Notes (where applicable), the Issue Date or such other date as is specified as the Interest Commencement Date in the Applicable Pricing Supplement;

**"Interest Payment Date"** means, in relation to a Tranche of Notes (where applicable), the First Interest Payment Date and each other date specified as such in the Applicable Pricing Supplement or, if no date is specified in the Applicable Pricing Supplement, the last day of each Interest Period;

**"Interest Period"** means, in relation to a Tranche of Notes (where applicable), each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date; provided that the first Interest Period shall commence on (and include) the Interest Commencement Date and the last Interest Period shall end on (but exclude) the Applicable Redemption Date;

**"Interest Rate"** and **"Rate of Interest"** means, in relation to a Tranche of Notes (where applicable), the Fixed Interest Rate or the Floating Interest Rate or such other rate/s of interest applicable to that Tranche of Notes as is/are specified in (or calculated in the manner set out in) the Applicable Pricing Supplement;

**"Interest Rate Market of the JSE"** means the separate platform or sub-market of the JSE designated as the *"Interest Rate Market"* and on which Debt Securities (as defined in the JSE Debt Listings Requirements) may be listed, or such other separate platform or sub-market of the JSE as is selected by the Issuer, subject to all Applicable Laws;

**"ISDA"** means International Swaps and Derivatives Association Inc;

**"ISDA Definitions"** means, in relation to a Tranche of Notes (where applicable), the 2006 ISDA Definitions (as amended, supplemented, revised or republished as at the Issue Date) published by ISDA;

**"ISDA Determination"** means, in relation to a Tranche of Floating Rate Notes (where applicable), the manner (set out in Condition 8.2.3.1 (*ISDA Determination*)) as read with the Applicable Pricing Supplement) in which the Interest Rate applicable to that Tranche of Notes is to be determined;

**"ISDA Rate"**, in relation to a Tranche of Notes (where applicable), has the meaning given to it in Condition 8.2.3.1 (*ISDA Determination*);

**"Issue Date"** means, in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;

**"Issue Price"** means, in relation to a Tranche of Notes, the price specified as such in the Applicable Pricing Supplement;

**"Issuer"**, **"Capitec"** and **"Capitec Bank"** means Capitec Bank Limited (incorporated with limited liability in South Africa under registration number 1980/003695/06);

**"Issuer Early Redemption Election"** means, in relation to a Tranche of Notes (where applicable), the election of the Issuer to redeem that Tranche of Notes (in whole or in part) (subject, in the case of Subordinated Notes, to the Issuer complying with the conditions to redemption set out in Condition 9.4.2 (*Subordinated Notes*)) in terms of Condition 9.4 (*Redemption at the election of the Issuer*);

**"Issuer Ordinary Shares"** means ordinary shares in the share capital of the Issuer;

**"JSE"** means JSE Limited (incorporated with limited liability in South Africa under registration number 2005/022939/06), licensed as an exchange in terms of the Financial Markets Act, or any exchange which operates as a successor exchange to the JSE in terms of the Financial Markets Act;

**"JSE Debt Listings Requirements"** means the JSE Debt Listings Requirements published by the JSE and set out in Bulletin 1 of 2015 (8 June 2015) effective 4 August 2015, as amended and/or supplemented from time to time;

**"JSE Rules"** means the exchange rules of the JSE promulgated from time to time pursuant to the provisions of the Financial Markets Act;

**"Junior Securities"** means, in relation to Additional Tier 1 Notes:

- a) the Issuer Ordinary Shares and the Controlling Company Ordinary Shares;
- b) any other securities issued by any Group Company (including the Issuer and the Controlling Company) the proceeds of which qualify (or are deemed under the Capital Regulations to qualify) as Common Equity Tier 1 Capital;
- c) any securities issued by any Group Company (including the Issuer and the Controlling Company) which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) junior to the Additional Tier 1 Notes; and
- d) any securities issued by a Group Company which benefit from a guarantee or similar support agreement from any

other Group Company which ranks (or is deemed under the Capital Regulations to rank), as to the payment of sums under any such guarantee or similar support agreement, junior to the Additional Tier 1 Notes;

**"Last Day to Register"** means, in relation to a Tranche of Registered Notes, the sixth day or such other day as is specified in the Applicable Pricing Supplement (whether a Business Day or not) preceding each Interest Payment Date (where applicable) and the Redemption Date until 17h00 (South African time) on that day, such day being the last day on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer of Notes in that Tranche represented by Certificate/s;

**"Make Whole Amount"** means, in relation to a Tranche of Subordinated Notes (where applicable), the amount specified as such in (or calculated in the manner set out in) the Applicable Pricing Supplement;

**"Mandatory Preference Shares"** means any class of preference shares issued by any Group Company (including the Issuer and the Controlling Company) (i) the terms of which do not allow the board of directors of that Group Company to cancel, defer, pass or eliminate any distribution or dividend payment at its discretion and (ii) the proceeds of which preference shares do not qualify on issue for inclusion in the Eligible Capital of that Group Company;

**"Margin"** means, in relation to a Tranche of Notes (where applicable), the margin specified as such in the Applicable Pricing Supplement;

**"Material Part"** means, in relation to the present or future assets of the Issuer at any point in time, assets of the Issuer which (either alone or when aggregated with other assets of the Issuer at that point in time) have an aggregate value equal to or greater than 5% of the aggregate value of the total assets of the Issuer, such aggregate value and such total assets being determined by reference to the then most recent audited annual financial statements of the Issuer;

**"Material Indebtedness"** means, in relation to any Indebtedness of the Issuer at any point in time, an amount which (either alone or when aggregated with the amount of any other Indebtedness of the Issuer at that point in time) is equal to or greater than 0.50% of the aggregate value of the total assets of the Issuer, such aggregate value and such total assets being determined by reference to the then most recent audited annual financial statements of the Issuer;

**"Maturity Date"** means, in relation to a Tranche of Notes (other than a Tranche of Additional Tier 1 Notes), the date specified as such in the Applicable Pricing Supplement;

**"Maturity Period"** means, in relation to a Tranche of Notes (other than a Tranche of Additional Tier 1 Notes), the period from (and including) the Issue Date to (but excluding) the Maturity Date;

**"Maximum Redemption Amount"** means, in relation to a Tranche of Notes (where applicable), the amount specified as such in the Applicable Pricing Supplement;

**"Minimum Redemption Amount"** means, in relation to a Tranche of Notes (where applicable), the amount specified as such in the Applicable Pricing Supplement;

**"Mixed Rate Notes"** means a Tranche of Notes which will bear interest over respective periods at differing interest rates applicable to any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or Indexed-Linked Interest Notes, as specified in the Applicable Pricing Supplement;

**"Noteholder"** and **"holder"** means (i) the registered Noteholder/s of the Registered Note/s determined in accordance with the CSD Procedures (in the case of Registered Notes held in the Central Securities Depository), (ii) the holders of Registered Notes recorded as the registered Noteholder of such Registered Notes in the Register (in the case of Registered Notes represented by Certificates) and (iii) the Payees of Order Notes;

**"Noteholder Early Redemption Election"** means, in relation to a Tranche of Unsubordinated Notes (where applicable), the election of a Noteholder of Unsubordinated Note/s in that Tranche to require the Issuer to redeem all or any of such Unsubordinated Note/s (in whole or in part), on the Early Redemption Date (Put), in terms of Condition 9.7 (*Redemption at the election of Noteholders*);

**"Noteholder Early Redemption Notice"** means, in relation to a Tranche of Unsubordinated Notes to which the Noteholder Early Redemption Election is applicable, a written notice (in the form obtainable from the Issuer and/or the Transfer Agent and/or attached to the Applicable Pricing Supplement) which must be completed and signed by a Noteholder of Unsubordinated Note/s in that Tranche who wishes to exercise the Noteholder Early Redemption Election in respect of all or any of such Unsubordinated Note/s (in whole or in part) and which must be sent to the Issuer (with copies thereof to the Transfer Agent and the Paying Agent) in accordance with Condition 9.7 (*Redemption at the election of Noteholders*);

**"Notes"** means the secured or unsecured notes of any kind issued or to be issued by the Issuer, under the Programme, pursuant to the Programme Memorandum;

**"Order Certificate"** means a certificate which is a negotiable instrument and which represents (and embodies) an Order Note, as contemplated in the Bills of Exchange Act and, unless the context otherwise requires, the term "Order Certificate" shall include the Coupons and/or Receipts (if any) attached on issue to that certificate;

**"Order Note"** means a Note payable to order, as contemplated in the Bills of Exchange Act and, unless the context otherwise requires, the term "Order Note" shall include the rights to payment of interest and/or principal represented by and embodied in the Coupon/s and/or Receipt/s (if any) attached on issue to the Order Certificate representing and embodying such Order Note;

**"Ordinary Resolution"** means a resolution passed at a properly constituted meeting of (as applicable) all of the Noteholders or the relevant Group/s of Noteholders, upon a poll, by a majority consisting of not less than 51% of the votes cast on such poll;

**"Other Additional Tier 1 Capital Instruments"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.17 (*Occurrence of the Trigger Event*);

**"Other Banking Jurisdiction"** means, in relation to a Tranche of Notes (where applicable), the banking jurisdiction specified as such in the Applicable Pricing Supplement;

**"Other Tier 2 Capital Instruments"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.16 (*Occurrence of the Trigger Event*);

**"Outstanding Principal Amount"** means, in relation to each Note in a Tranche of Notes, the Principal Amount of that Note less (on each occasion on which that Note is partially redeemed in terms of and subject to the Applicable Terms and Conditions, that portion of the Principal Amount of that Note which has been so partially redeemed) and, in relation to the Programme at any point in time, the aggregate of all of such Principal Amounts of all of the Notes (including Existing Notes) in issue under the Programme at that time;

**"Participant"** means a person accepted by the Central Securities Depository as a participant in terms of the Securities Services Act (prior to 3 June 2013) or the Financial Markets Act (on and after 3 June 2013), as applicable;

**"Payee"** means the person reflected as the payee on an Order Certificate or the person to whom such Order Certificate has been negotiated (by way of delivery and Endorsement), as the case may be, as contemplated in the Bills of Exchange Act;

**"Paying Agent"** means Capitec Bank Limited or, if the Issuer elects to appoint another entity as Paying Agent as contemplated in Condition 18 (*Transfer Agent, Calculation Agent and Paying Agent*), that other entity, as the case may be;

**"Permitted Encumbrance"** means, in relation to the Issuer:

- a) any Encumbrance existing at the Programme Date; or
- b) any Encumbrance created over any asset owned, acquired, developed or constructed by the Issuer after the Programme Date if such Encumbrance was created for the sole purpose of financing or refinancing that asset by the Issuer; provided that the Indebtedness so secured shall not exceed the *bona fide* arm's length market value (on or about the date of creation of such Encumbrance) of that asset or the cost of the acquisition, development or construction of that asset by the Issuer (including all interest and other finance charges, adjustments due to changes in circumstances and other charges reasonably incidental to such cost, whether contingent or otherwise) and where such market value and such cost both apply, the higher of the two;
- c) any Encumbrance created over or with respect to any receivables of the Issuer after the Programme Date, if such Encumbrance was created pursuant to any securitisation or like arrangement in accordance with normal market practice and the Indebtedness secured by such Encumbrance is limited to the value (on or about the date of creation of such Encumbrance) of such receivables;
- d) any Encumbrance created over or with respect to any netting or set-off arrangement entered into by the Issuer in the ordinary course of its banking arrangements for the purposes of netting credit and debit balances;
- e) any Encumbrance created by operation of law in the ordinary course of the business of the Issuer;
- f) any statutory Encumbrance;
- g) any Encumbrance which the Issuer is obliged to create, in favour of the South African Reserve Bank, in terms of the Banks Act and/or the Regulations Relating to Banks, over or with respect to any assets of the Issuer (including, without limitation, the assets of the Issuer required to meet the Liquid Asset Requirement ("LAR") and/or the Reserve Holdings Requirement, as contemplated in the Regulations Relating to Banks) and, for the avoidance of doubt, irrespective of whether or not the Issuer is obliged to effect an out-and-out title transfer of any of such assets to any account of the South African Reserve Bank;
- h) any Encumbrance created over or affecting any asset acquired by the Issuer after the Programme Date if:
  - A. the Encumbrance was not created in contemplation of the acquisition of that asset by the Issuer; and
  - B. the principal amount secured has not increased in contemplation of or since the acquisition of that asset by the Issuer;

- i) any Encumbrance arising in the ordinary course of trade of the Issuer in relation to the sale and repurchase of securities;
- j) any Encumbrance created over securities held in any clearing system which arises as a result of such securities being held in such clearing system as a result of the standard rules and regulations of such clearing system;
- k) any Encumbrance created over deposit accounts securing a loan to the Issuer of funds equal to the amount standing to the credit of such deposit accounts;
- l) any other Encumbrance, provided that the aggregate value of the assets of the Issuer which are subject to such other Encumbrance does not, at any time, exceed 10% of the aggregate value of the total assets of the Issuer at that time, such aggregate value and such total assets being determined by reference to the then most recent audited annual financial statements of the Issuer;
- m) any extension or renewal of any Encumbrance contemplated in sub-paragraphs (a) to (l) inclusive above.

**"Person"** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**"place"** means, in relation to a Dealer, to use reasonable commercial endeavours to procure the subscription and payment for the Notes in one or more Tranches of Notes pursuant to a Subscription Agreement so that all of the Notes in such Tranche/s are subscribed and paid for on the Issue Date/s and **"placing"** will be construed accordingly;

**"Previous Programme Memorandum"** means the consolidated Programme Memorandum, dated 25 April 2008, as amended and/or supplemented, prepared by the Issuer in respect of the Programme;

**"Principal Amount"** means, in relation to each Note in a Tranche of Notes, the nominal amount of that Note (being the amount equivalent to the Specified Denomination);

**"Principal Financial Centre"** means, in relation to any Specified Currency, the principal financial centre for that Specified Currency; provided that, in relation to South African Rand, it means Johannesburg;

**"Programme"** means the Capitec Bank Limited ZAR8,000,000,000 Domestic Medium Term Note Programme under which the Issuer may from time to time issue Notes;

**"Programme Agreement"** means the written agreement entitled *"Programme Agreement"* entered into between the Issuer, Investec Bank Limited (registration number 1969/004763/06) and PSG Prime (Proprietary) Limited (registration number 2002/014343/07) on or about 25 April 2008, as amended, re-stated and replaced by the written amended and restated agreement entitled *"Programme Agreement"* entered into (or to be entered into) between Capitec Bank Limited (as Issuer and Arranger) and FirstRand Bank Limited, acting through its Rand Merchant Bank division (as Dealer), as amended, novated and/or substituted from time to time in accordance with its terms;

**"Programme Amount"** means the maximum aggregate outstanding Principal Amount of all of the Notes (including Existing Notes) that may be issued under the Programme at any one point in time (being, as at the Programme Date, ZAR8,000,000,000) or such increased amount as is determined by the Issuer from time to time, as set out in the section of this Programme Memorandum headed *"General Description of the Programme"*;

**"Programme Date"** means the date of this Programme Memorandum, being 21 April 2016;

**"Programme Memorandum"** means this document so entitled in respect of the Programme dated 21 April 2016; provided that if the Issuer publishes a new Programme Memorandum or a Supplement, as the case may be (as contemplated in the section of this document headed *"Documents Incorporated by Reference"*), references to "Programme Memorandum" shall be construed as references to that new Programme Memorandum or the Programme Memorandum as supplemented by that Supplement, as the case may be;

**"Qualifying Additional Tier 1 Capital Securities"** means, in relation to a Tranche of Additional Tier 1 Notes (where applicable), securities whether debt, equity, interests in limited partnerships or otherwise, issued directly or indirectly by the Issuer that:

- a) have terms not materially less favourable to a holder of Additional Tier 1 Notes (as reasonably determined by the Issuer, and provided that a certification to such effect of two directors of the Issuer and an opinion to such effect of an Independent Investment Bank shall have been delivered to the Issuer prior to the issue of the relevant securities and is so stated in the certificate) provided that they shall:
  1. rank at least equal to the Additional Tier 1 Notes;
  2. have the same interest, dividend or distribution rate or rate of return and Interest Payment Dates from time to time applying to that Tranche of Additional Tier 1 Notes;
  3. preserve any existing rights under the Applicable Terms and Conditions to any accrued interest which has not been satisfied;

4. have the same redemption dates as that Tranche of Additional Tier 1 Notes;
  5. be issued in an amount at least equal to the aggregate Outstanding Principal Amount of that Tranche of Additional Tier 1 Notes;
  6. comply with the then current Capital Regulations applicable to Additional Tier 1 Capital; and
- b) are listed on the London Stock Exchange, the Luxembourg Stock Exchange, the JSE, the Interest Rate Market of the JSE or any other internationally recognised Financial Exchange;

**"Qualifying Tier 2 Capital Securities"** means, in relation to a Tranche of Additional Tier 1 Notes (where applicable), securities whether debt, equity, interests in limited partnerships or otherwise, issued directly or indirectly by the Issuer that:

- a) have terms not materially less favourable to a holder of the Additional Tier 1 Notes (as reasonably determined by the Issuer, and provided that a certification to such effect of two directors of the Issuer and an opinion to such effect of an Independent Investment Bank shall have been delivered to the Issuer prior to the issue of the relevant securities and is so stated in the certificate) provided that they shall:
  1. rank senior to, or *pari passu* with, the Additional Tier 1 Notes;
  2. have the same interest, dividend or distribution rate or rate of return and Interest Payment Dates from time to time applying to that Tranche of Additional Tier 1 Notes;
  3. preserve any existing rights under the Applicable Terms and Conditions to any accrued interest which has not been satisfied;
  4. have the same redemption dates as that Tranche of Additional Tier 1 Notes;
  5. be issued in an amount at least equal to the aggregate Outstanding Principal Amount of that Tranche of Additional Tier 1 Notes;
  6. comply with the then current Capital Regulations applicable to Tier 2 Capital; and
- b) are listed on the London Stock Exchange, the Luxembourg Stock Exchange, the JSE, the Interest Rate Market of the JSE or any other internationally recognised Financial Exchange;

**"Rate Determination Date"** means, in relation to a Tranche of Notes (where applicable), the date specified as such in the Applicable Pricing Supplement or, if no date is specified in the Applicable Pricing Supplement, the day falling on the first day of each Interest Period or, if such day is not a Business Day, the first following day that is a Business Day, unless it would thereby fall into the next calendar month, in which event the Rate Determination Date shall be brought forward to the first preceding Business Day;

**"Rating"** means, in relation to the Issuer or a Tranche of Notes, as the case may be, the rating assigned to the Issuer or that Tranche of Notes, as the case may be, by any Rating Agency, as specified in the Applicable Pricing Supplement;

**"Rating Agency(ies)"** means Standard & Poor's and/or Moody's Investor Services Limited and/or Global Credit Rating Co. Proprietary Limited and/or such other internationally recognised rating agency(ies) as is/are appointed by the Issuer;

**"Receipt"** means a receipt representing and embodying the right to payment of an Instalment Amount payable on an Instalment Note which is an Order Note, attached upon issue to the relevant Order Certificate;

**"Redemption Amount"** means, in relation to a Tranche of Notes, subject to Condition 9.8 (*Redemption of a portion of the Notes and redemption of some, but not all, of the Notes in a Tranche*), the Final Redemption Amount, the Early Redemption Amount (Tax), the Early Redemption Amount (Regulatory), the Early Redemption Amount (Call), the Early Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in (or calculated in the manner set out in) the Applicable Pricing Supplement, as applicable;

**"Redemption Date"** means, in relation to a Tranche of Notes, the Maturity Date, the Early Redemption Date (Tax), the Early Redemption Date (Regulatory), the Early Redemption Date (Call), the Early Redemption Date (Put) 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;

**"Reference Banks"** means, in relation to a Tranche of Notes (where applicable), the banks specified as such in the Applicable Pricing Supplement or, if none, four major banks (selected by the Calculation Agent and approved by the Issuer) in the market that is most closely connected with the Reference Rate;

**"Reference Bond"** means, in relation to a Tranche of Subordinated Notes (where applicable), the bond specified as such in the Applicable Pricing Supplement;

**"Reference Date"** means, in relation to a Tranche of Subordinated Notes (where applicable), the date specified as such in the Applicable Pricing Supplement;



**"Reference Price"** means, in relation to a Tranche of Notes (where applicable), the price specified as such in the Applicable Pricing Supplement;

**"Reference Rate"** means, in relation to a Tranche of Notes (where applicable), the rate specified as such in the Applicable Pricing Supplement;

**"Reference Reset Date"** means, in relation to a Tranche of Subordinated Notes (where applicable), the First Early Redemption Date (Call) or such other date as is specified as the Reference Reset Date in the Applicable Pricing Supplement;

**"Register"** means the register of the Issuer's securities (including the register of the Issuer's uncertificated securities) contemplated in (and maintained in accordance) with Part E of the Companies Act;

**"Register Closed Period"** means, in relation to a Tranche of Registered Notes, from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding each Interest Payment Date (where applicable) and the Redemption Date, during which the Register will be closed for purposes of giving effect to transfers, redemptions or payments in respect of that Tranche of Notes;

**"Registered Note"** means a Note issued in registered uncertificated form, registered in the Register in the name of the Noteholder thereof, and transferable in accordance with Condition 16.1 (*Transfer of Registered Notes*);

**"Registrar of Banks"** means the Registrar of Banks designated under section 4 of the Banks Act;

**"Regulations Relating to Banks"** means the Regulations Relating to Banks promulgated under the Banks Act published as Government Notice No. R. 1029 in *Government Gazette* No. 35950, dated 12 December 2012, as amended, with effect from 1 April 2015, by Government Notice No R. 261 published in *Government Gazette* No. 38616, dated 27 March 2015, as further supplemented and/or amended from time to time;

**"Regulatory Capital"** means, as applicable, Tier 2 Capital or Additional Tier 1 Capital;

**"Regulatory Change"** means, in relation to a Tranche of Subordinated Notes, (i) a change in or amendment to the Capital Regulations or (ii) any change in the application of or official or generally published guidance or interpretation of the Capital Regulations by the Relevant Authority and/or the South African courts, which change or amendment becomes, or would become, effective on or after the Issue Date of that Tranche of Subordinated Notes;

**"Regulatory Event"** is deemed to have occurred in relation to a Tranche of Subordinated Notes if, as a result of any Regulatory Change, the whole or any part of the aggregate Outstanding Principal Amount of that Tranche of Subordinated Notes is excluded from qualifying as Regulatory Capital of the Issuer or the Controlling Company on a solo and/or consolidated basis and the Relevant Authority has notified the Issuer (either specifically or generally in conjunction with other banks) in writing of the relevant amendment or change and, for the avoidance of doubt, a Regulatory Event shall be deemed to have occurred in relation to a Tranche of Subordinated Notes if all or part of the aggregate Outstanding Principal Amount of that Tranche of Subordinated Notes is excluded from qualifying as Regulatory Capital by reason of any grandfathering or transitional provisions in the applicable Capital Regulations;

**"Relevant Authority"** means the Registrar of Banks or such other governmental authority in South Africa (if any) as will have the responsibility of making decisions relating to the declaration of a bank as being non-viable, with the effect (as contemplated in the Regulations Relating to Banks) of triggering loss absorption within the relevant capital instruments and/or shares;

**"relevant Interest Amount"** means, in relation to a Tranche of Notes (where applicable), any Interest Amount due under the Notes in that Tranche in respect of any Interest Period;

**"relevant Interest Payment Date"** means, in relation to a Tranche of Notes (where applicable), (i) the Interest Payment Date on which the relevant Interest Amount becomes due and payable to the Noteholders of that Tranche or (ii) if (in relation to a Tranche of Additional Tier 1 Notes) the Issuer elects (or is obliged to elect) not to pay the relevant Interest Amount in terms of Condition 7.2 (*Non-payment of interest*), the Interest Payment Date on which, in the absence of such election not to pay, the relevant Interest Amount would otherwise have become due and payable to the Additional Tier 1 Noteholders of that Tranche, as the case may be;

**"Relevant Number of Controlling Company Ordinary Shares"**, in relation to a Tranche of Subordinated Notes to which Conversion is applicable, has the meaning given to it in Condition 10.19.4 (*Conversion*);

**"Relevant Number of Issuer Ordinary Shares"**, in relation to a Tranche of Subordinated Notes to which Conversion is applicable, has the meaning given to it in Condition 10.19.13 (*Conversion*);

**"Relevant Screen Page"** means, in relation to a Tranche of Notes (where applicable), the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the Applicable Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing

there for the purpose of displaying rates or prices comparable to the Reference Rate;

**"relevant Subordinated Noteholders"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.8 (*Occurrence of the Trigger Event*);

**"Relevant Time"** means, in relation to a Tranche of Notes (where applicable), the time specified as such in the Applicable Pricing Supplement;

**"relevant Tranche of Subordinated Notes"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.8 (*Occurrence of the Trigger Event*);

**"Representative"** means a Person duly authorised to act on behalf of a Noteholder, which Person may be regarded by each of the Issuer, the Transfer Agent and the Paying Agent (acting in good faith) as being duly authorised to act based upon the tacit or express representation made by such Person, in the absence of express notice to the contrary from that Noteholder;

**"SARB"** means the South African Reserve Bank;

**"Screen Rate Determination"** means, in relation to a Tranche of Floating Rate Notes (where applicable), the manner (set out in Condition 8.2.3.2 (*Screen Rate Determination*) as read with the Applicable Pricing Supplement) in which the Interest Rate applicable to that Tranche is to be determined;

**"Securities Transfer Tax Act"** means the Securities Transfer Tax Act, 2007;

**"Securities Services Act"** means the Securities Services Act, 2004;

**"Senior Creditors"** means:

- a) all creditors of the Issuer who are unsubordinated creditors of the Issuer; and
- b) all creditors of the Issuer whose claims (whether subordinated or unsubordinated) are (or are deemed under the Capital Regulations to be) subordinated to the claims of other creditors of the Issuer *other than*:
  1. in relation to the claims of Additional Tier 1 Noteholders, all creditors of the Issuer whose claims rank or are expressed to rank (or are deemed under the Capital Regulations to rank) *pari passu* with or junior to the claims of the Additional Tier 1 Noteholders; or
  2. in relation to the claims of the Tier 2 Noteholders, all creditors of the Issuer whose claims rank or are expressed to rank (or are deemed under the Capital Regulations to rank) *pari passu* with or junior to the claims of the Tier 2 Noteholders;

**"SENS"** means the JSE Stock Exchange News Service;

**"Series"** means a Tranche of Notes which, together with any other Tranche/s of Notes, is expressed in the Applicable Pricing Supplement to form a single series of Notes, identified in the Applicable Pricing Supplements relating to such Tranches of Notes by way of a unique numeral (such as Series 1);

**"Solvent Reconstruction"** means the event where an order is made or an effective resolution is passed for the winding-up of the Issuer, other than under or in connection with a scheme of amalgamation or reconstruction not involving a bankruptcy or insolvency where the obligations of the Issuer in relation to the Notes then in issue under the Programme (including all Existing Notes then in issue under the Programme) are assumed by the successor entity to which all, or substantially all, of the property, assets and undertaking of the Issuer are transferred or where an arrangement with similar effect not involving bankruptcy or insolvency is implemented;

**"South Africa"** means the Republic of South Africa;

**"Specified Currency"** means, in relation to each Note in a Tranche of Notes, subject to the Exchange Control Regulations, the currency specified as such in the Applicable Pricing Supplement;

**"Specified Denomination"** means, in relation to each Note in a Tranche of Notes, the amount specified as such in the Applicable Pricing Supplement; provided that such amount shall not be less than ZAR1,000,000 (or the equivalent thereof in the Specified Currency if the Specified Currency is not ZAR) or such other amount as is prescribed from time to time in terms of section 96(2)(a) of the Companies Act;

**"Specified Office"** means, in relation to each of the Issuer, the Calculation Agent, the Paying Agent and the Transfer Agent, the address of the office specified in respect of such entity at the end of this Programme Memorandum or such other address as is notified by such entity (or, where applicable, a successor to such entity) to the Noteholders in accordance with Condition 19 (*Notices*), as the case may be;

**"Subordinated Debt"** means, in relation to Additional Tier 1 Notes, any subordinated debt issued by the Issuer which ranks or is expressed to rank (or is deemed under the Capital Regulations to rank) senior to the Additional Tier 1 Notes and/or the proceeds of which qualify (or are deemed under the Capital Regulations to qualify) as Tier 2 Notes;

**"Subordinated Noteholder"** means a Tier 2 Noteholder and/or an Additional Tier 1 Noteholder, as applicable;

**"Subordinated Notes"** means Tier 2 Notes and/or Additional Tier 1 Notes, as applicable;

**"Subscription Agreement"** means an agreement, concluded in accordance with the Programme Agreement, in terms of which the Issuer agrees to issue one or more Tranches of Notes and one or more Dealers agree to place such Tranche/s of Notes, in accordance with such agreement;

**"Subsidiary"** means, in relation to any Person as at any time, each "*subsidiary*" (as defined in the Companies Act) of that Person at that time, it being recorded that, as at the Programme Date, the Issuer has no "*subsidiaries*" as defined in the Companies Act;

**"Surviving Subordinated Notes"**, in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.20.1 (*Surviving Subordinated Notes*);

**"Taxes"** means all present and future taxes, duties, imposts, levies, charges, fees withholdings or deductions of whatever nature imposed, levied, collected, withheld or assessed by, or on behalf of, any governmental, fiscal or other competent authority in South Africa (including any penalty payable in connection with any failure to pay, or delay in paying, any of the same) and "*Tax*" and "*Taxation*" will be construed accordingly;

**"Tax Event"** means, in relation to a Tranche of Notes, an event where

- a) as a result of a Tax Law Change, (i) the Issuer has paid or will pay or would on the next Interest Payment Date be required to pay additional amounts as provided or referred to in Condition 12.1 (*Taxation*) or (ii) where that Tranche of Notes is a Tranche of Subordinated Notes, in respect of the Issuer's obligation to make any payment of interest in respect of such Subordinated Notes on the next following Interest Payment Date or any subsequent Interest Payment Date, the Issuer would not be entitled to claim a deduction in respect of computing its taxation liabilities in South Africa, or such entitlement is materially reduced, and in each case the Issuer cannot avoid the foregoing by taking measures reasonably available to it (such reasonable measures to exclude any requirement to instigate litigation in respect of any decision of determination of the South African Revenue Service that any such interest does not constitute a tax deductible expense); or
- b) other than as a result of a Tax Law Change, where that Tranche of Notes is a Tranche of Additional Tier 1 Notes, the Issuer's treatment of the interest payable by it on such Additional Tier 1 Notes as a tax deductible expense for South African income tax purposes as reflected on the tax returns (including provisional tax returns) filed (or to be filed) by the Issuer is not accepted by the South African Revenue Service or an indication of any such non acceptance is given by the South African Revenue Service in a letter of findings or otherwise, and in each case the Issuer cannot avoid the foregoing by taking measures reasonably available to it (such reasonable measures to exclude any requirement to instigate litigation in respect of any decision or determination of the South African Revenue Service that any such interest does not constitute a tax deductible expense);

**"Tax Law Change"** means, in relation to a Tranche of Notes, a change in, or amendment to, the laws or regulations of South Africa, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), whether or not having retrospective effect, which change or amendment is announced on or after the Issue Date;

**"Terms and Conditions"** means this section of the Programme Memorandum headed "*Terms and Conditions*";

**"Tier 2 Capital"** means "*tier 2 capital*" as defined in the Banks Act;

**"Tier 2 Capital Regulations"** means Regulation 38(14) of the Regulations Relating to Banks and/or such other provisions of the Capital Regulations with which the instruments and/or shares contemplated in that Regulation 38(14) (including the Tier 2 Notes) must comply in order for the proceeds of the issue of such instruments and/or shares to rank as Tier 2 Capital;

**"Tier 2 Noteholder"** means a Noteholder of Tier 2 Note/s;

**"Tier 2 Notes"** means Notes specified as such in the Applicable Pricing Supplement and complying with the Tier 2 Capital Regulations;

**"Total Principal Amount"** and **"Relevant Portion of the Principal Amount"**, in relation to a Tranche of Subordinated Notes, have the respective meanings given to them in Condition 10.12 (*Occurrence of the Trigger Event*);

**"Tranche"** and **"Tranche of Notes"** means those Notes which are issued on and subject to the identical Applicable Terms and Conditions (including as to listing) and in respect of which the same Applicable Pricing Supplement applies;

**"Transfer Agent"** means Capitec Bank Limited, unless the Issuer elects to appoint another entity as Transfer Agent, as contemplated in Condition 18 (*Transfer Agent, Calculation Agent and Paying Agent*);

**"Transfer Form"** means the written form for the transfer of a Note represented by a Certificate, in the usual form or in such other form as is approved by the Transfer Agent;

"**Trigger Event**" means, in relation to a Tranche of Additional Tier 1 Notes which are accounted as equity (if any) and a Tranche of Tier 2 Notes, the "trigger event" set out in Condition 10.5 (*Occurrence of the Trigger Event*) and, in relation to a Tranche of Additional Tier 1 Notes which are accounted as liabilities, the "trigger event" set out in Condition 10.6 (*Occurrence of the Trigger Event*);

"**Unpaid Amount**" and "**Relevant Portion of the Unpaid Amount**", in relation to a Tranche of Subordinated Notes, have the respective meanings given to them in Condition 10.13 (*Occurrence of the Trigger Event*);

"**Unsubordinated Noteholder**" means a Noteholder of Unsubordinated Note/s;

"**Unsubordinated Notes**" means Notes issued with the status and characteristics set out in Condition 5.1 (*Status of the Unsubordinated Notes*) as specified in the Applicable Pricing Supplement;

"**Value-Added Tax Act**" means the Value-Added Tax Act, 1991;

"**VAT**" means value added tax imposed in terms of the Value-Added Tax Act, or any similar tax imposed in place thereof from time to time;

"**Write-Off**" and "**Written Off**", in relation to a Tranche of Subordinated Notes, has the meaning given to it in Condition 10.3 (*Occurrence of the Trigger Event*);

"**ZAR**" and "**South African Rand**" means the lawful currency of South Africa, being South African Rand, or any successor currency;

"**Zero Coupon Notes**" means a Tranche of Notes which will be offered and sold at a discount to their Principal Amount or at par and will not bear interest other than in the case of late payment, as specified in the Applicable Pricing Supplement.

## 1.2. Interpretation

### 1.2.1. In the Terms and Conditions:

1.2.1.1. if an expression is stated in Condition 1.1 (*Definitions*) to have the meaning given in the Applicable Pricing Supplement, but the Applicable Pricing Supplement gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the relevant Tranche of Notes; and

1.2.1.2. any reference to the Agency Agreement or the Conversion Agreement or the Dividend Restriction Agreement, as the case may be shall be construed as a reference to the Agency Agreement or the Conversion Agreement or the Dividend Restriction Agreement, as the case may be, as amended and/or supplemented up to and including the Issue Date of the relevant Tranche of Notes.

### 1.2.2. Unless inconsistent with the context or save where the contrary is expressly specified in the Terms and Conditions:

1.2.2.1. all references in the Terms and Conditions to any statute, regulation or other legislation (including, without limiting the generality of the foregoing, the Capital Regulations) will be a reference to that statute, regulation or other legislation as at the Programme Date and as amended, re-enacted or replaced and substituted from time to time;

1.2.2.2. references to any Condition are to that Condition of the Terms and Conditions;

1.2.2.3. words denoting the singular only will include the plural also and *vice versa*, words denoting one gender only will include the other genders and words denoting persons only will include firms and corporations and *vice versa*;

1.2.2.4. the use of the word "including" followed by a specific example/s will not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule will not be applied in the interpretation of such general wording or such specific example/s. Such references to "including" and "in particular" will not be construed restrictively but will mean "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing" respectively;

1.2.2.5. any reference to days (other than a reference to Business Days), months or years will be a reference to calendar days, months or years, as the case may be;

1.2.3. If any provision in a definition in the Terms and Conditions is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of the Terms and Conditions.

1.2.4. Headings and sub-headings in the Terms and Conditions are inserted for convenience only.

1.2.5. Where any term is defined within a particular Condition, that term shall bear the meaning ascribed to it in that Condition wherever it is used in the Terms and Conditions.

1.2.6. The *contra proferentem* rule shall not be applied in the interpretation of the Terms and Conditions.

## 2. ISSUE

- 2.1. Subject to the prior consent of the Relevant Authority (to the extent required by the Capital Regulations), the Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranche/s of Notes (denominated in the Specified Currency) under the Programme, pursuant to the Programme Memorandum; provided that the aggregate Outstanding Principal Amount of all of the Notes (including Existing Notes) in issue under the Programme from time to time does not exceed the Programme Amount.
- 2.2. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Applicable Terms and Conditions of that Tranche of Notes.
- 2.3. The Applicable Terms and Conditions of a Tranche of Registered Notes are incorporated by reference into the Certificate/s (if any) representing any Registered Note/s in that Tranche. The Applicable Pricing Supplement will be attached to such Certificate/s.
- 2.4. The Issuer may issue listed or unlisted Registered Notes. Unlisted Registered Notes are not regulated by the JSE. Listed Registered Notes will be listed on the Interest Rate Market of the JSE and/or on such other or further Financial Exchange/s as may be determined by the Issuer and the relevant Dealer/s, subject to Applicable Laws. The Applicable Pricing Supplement will specify whether or not a Tranche of Registered Notes will be listed and, if so, on which Financial Exchange/s.
- 2.5. The holders of Registered Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE.

## 3. FORM, TYPE AND DENOMINATION

### 3.1. General

- 3.1.1. All payments in relation to the Notes in a Tranche will be made in the Specified Currency. The denomination of each Note in a Tranche will be the Specified Denomination.
- 3.1.2. A Tranche of Notes will comprise Unsubordinated Notes or Subordinated Notes, as indicated in the Applicable Pricing Supplement. Subordinated Notes will, subject to the Banks Act and the Capital Regulations, comprise Additional Tier 1 Notes and Tier 2 Notes.
- 3.1.3. A Tranche of Notes will comprise Unsubordinated Notes or Subordinated Notes, as indicated in the Applicable Pricing Supplement. A Tranche of Notes, whether Unsubordinated Notes or Subordinated Notes (but subject, in the case of Subordinated Notes, to the Capital Regulations), may comprise Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Mixed Rate Notes or Index Linked Notes or such combination of any of the foregoing or such other type of Note as may be determined by the Issuer and the relevant Dealer/s and specified in the Applicable Pricing Supplement.
- 3.1.4. Subject, in the case of Subordinated Notes, to the applicable Capital Regulations, a Tranche of Notes may be issued in the form of Registered Notes (see Condition 3.2 (*Registered Notes*)), Bearer Notes (see Condition 3.3 (*Bearer Notes and Order Notes*)) or Order Notes (see Condition 3.3 (*Bearer Notes and Order Notes*)), as specified in the Applicable Pricing Supplement.

### 3.2. Registered Notes

#### 3.2.1. *Registered Notes issued in uncertificated form*

Each Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE and each Tranche of unlisted Registered Notes will be issued in registered uncertificated form in terms of Chapter IV of the Financial Markets Act, and will be held in the Central Securities Depository, as contemplated in Condition 3.2.2 (*Beneficial Interests in Registered Notes held in the Central Securities Depository*). Registered Notes issued in uncertificated form will not be represented by any certificate or written instrument.

#### 3.2.2. *Beneficial Interests in Registered Notes held in the Central Securities Depository*

All Registered Notes which are held in the Central Securities Depository will be held subject to the Financial Markets Act and the CSD Procedures. All amounts to be paid and, subject to the CSD Procedures, all rights to be exercised in respect of Registered Notes held in the Central Securities Depository will be paid to and, subject to the CSD Procedures, may be exercised only by the Central Securities Depository for the holders of Beneficial Interests in such Registered Notes.

#### 3.2.3. *Registered Notes represented by Certificates*

Subject to the Financial Markets Act, a holder of a Beneficial Interest shall be entitled to exchange such Beneficial Interest for Registered Notes represented by a Certificate in accordance with Condition 15.1 (*Exchange of Beneficial Interests*).

### 3.3. Order Notes

Order Notes will be embodied in, and represented by, Order Certificate/s. Interest-bearing Order Notes may have Coupons attached to the relevant Order Certificate on issue. Instalment Notes which are Order Notes may have Receipts attached to the relevant Order Certificate on issue.

## 4. TITLE

### 4.1. Registered Notes

#### 4.1.1. *Registered Notes issued in uncertificated form*

The registered Noteholder/s of the Registered Note/s in a Tranche of Registered Notes which is held in the Central Securities Depository will be determined in accordance with the CSD Procedures, and such registered Noteholder/s will be named in the Register as the registered holder/s of such Registered Note/s.

#### 4.1.2. *Beneficial Interests in Registered Notes held in the Central Securities Depository*

4.1.2.1. The Participants will maintain records of the Beneficial Interests in Registered Notes held in the Central Securities Depository.

4.1.2.2. While a Tranche of Registered Notes is held in its entirety in the Central Securities Depository, the registered Noteholder/s of the Registered Note/s in that Tranche, determined in accordance with the CSD Procedures, will be named in the Register as the sole Noteholder/s of such Registered Note/s.

4.1.2.3. Beneficial Interests which are held by Participants will be held directly through the Central Securities Depository, and the Central Securities Depository will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the Central Securities Depository for such Participants.

4.1.2.4. Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such Participants for such clients. The clients of Participants may include the holders of Beneficial Interests or their custodians. The clients of Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Registered Notes held by them in the Central Securities Depository only through their Participants.

4.1.2.5. In relation to each person shown in the records of the Central Securities Depository or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular aggregate Outstanding Principal Amount of Registered Notes, a certificate or other document issued by the Central Securities Depository or the relevant Participant, as the case may be, as to the aggregate Outstanding Principal Amount of such Registered Notes standing to the account of such person shall be *prima facie* proof of such Beneficial Interest.

4.1.2.6. Beneficial Interests in Registered Notes may be transferred only in accordance with the CSD Procedures. Such transfers will not be recorded in the Register.

4.1.2.7. Any reference in the Terms and Conditions to the relevant Participant shall, in respect of a Beneficial Interest, be a reference to the Participant appointed to act as such by the holder of such Beneficial Interest.

#### 4.1.3. *Registered Notes represented by Certificates*

4.1.3.1. Each holder of Registered Notes represented by a Certificate will be named in the Register as the registered holder of such Registered Notes.

4.1.3.2. Title to Registered Notes represented by a Certificate will pass upon registration of transfer in the Register in accordance with Condition 16.1.2 (*Transfer of Registered Notes represented by Certificates*).

#### 4.1.4. *Register*

The Issuer, the Transfer Agent and the Paying Agent shall recognise a Noteholder of Registered Notes as the sole and absolute owner of the Registered Notes registered in that Noteholder's name in the Register (notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) and shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust, express, implied or constructive, to which any Registered Note may be subject.

### 4.2. Order Notes

4.2.1. The Issuer, the Transfer Agent and the Paying Agent may deem and treat the person who from the face of the Order Certificate appears to be the Payee thereof as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or notice of any previous loss or theft thereof) for all purposes, and payment to such person or its Representative shall discharge the Issuer from all liability to the Payee in relation to such Order Certificate, even if the relevant Endorsement has been forged or made without authority.

4.2.2. Title to Order Notes will initially pass by Endorsement and delivery of the relevant Order Certificate in accordance with Condition 16.2 (*Transfer of Order Notes*). An Order Certificate upon which the last Endorsement is an Endorsement in Blank shall be treated as a Bearer Certificate, for so long as not subject to further Endorsement.

4.2.3. Provided the Issuer pays any amount due upon presentation and surrender of an Order Certificate in good faith, it shall not be incumbent upon the Issuer or the Transfer Agent or the Paying Agent to determine or prove that the Endorsement of the Payee making such Endorsement was made by or under the authority of the person whose Endorsement it purports to be.

## 5. STATUS

### 5.1. Status of the Unsubordinated Notes

#### 5.1.1. Application

This Condition 5.1 applies only to Unsubordinated Notes.

#### 5.1.2. Status of the Unsubordinated Notes

The Unsubordinated Notes constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 6 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* without any preference or priority among themselves and *pari passu* with those Existing Notes which are "Unsubordinated Notes" (as defined in the section of the Previous Programme Memorandum headed "*Terms and Conditions of the Unsubordinated Notes, Tier 2 Notes and Tier 3 Notes*"), and (save for those that have been accorded by law preferential rights) at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer.

### 5.2. Status of the Tier 2 Notes

#### 5.2.1. Application

This Condition 5.2 applies only to Tier 2 Notes.

#### 5.2.2. Status of the Tier 2 Notes

The Tier 2 Notes constitute direct, unsecured and, in accordance with Condition 5.2.3 (*Subordination*), subordinated obligations of the Issuer and rank *pari passu* without any preference or priority among themselves and *pari passu* with all securities issued by the Issuer the proceeds of which qualify (or are deemed under the Capital Regulations to qualify) as Tier 2 Capital and/or which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) *pari passu* with the Tier 2 Notes, and (save for those that have been accorded by law preferential rights) at least *pari passu* with all other claims of creditors of the Issuer which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) *pari passu* with the Tier 2 Notes.

#### 5.2.3. Subordination

The claims of Tier 2 Noteholders entitled to be paid amounts due in respect of the Tier 2 Notes are subordinated to the claims of Depositors and Senior Creditors and, accordingly, if the Issuer is wound up or placed under liquidation, whether voluntarily or involuntarily:

5.2.3.1. no Tier 2 Noteholder shall be entitled to prove or tender to prove a claim in respect of the Tier 2 Notes;

5.2.3.2. no amount due under the Tier 2 Notes shall be eligible for set-off, counterclaim, abatement or other similar remedy which a Tier 2 Noteholder might otherwise have under the laws of any jurisdiction in respect of the Tier 2 Notes nor shall any amount due under the Tier 2 Notes be payable to any Tier 2 Noteholder; and

5.2.3.3. subject to Applicable Law, a Tier 2 Noteholder may not exercise or claim any right of set-off in respect of any amount in respect of the principal of and/or interest on the Tier 2 Notes owed to it by the Issuer and each Tier 2 Noteholder shall, by virtue of its subscription, purchase or holding of any Tier 2 Notes, be deemed to have waived all such rights of set-off and, to the extent that any set-off takes place, whether by operation of law or otherwise, between: (aa) any amount in respect of the principal and/or interest on the Tier 2 Notes owed by the Issuer to a Tier 2 Noteholder; and (bb) any amount owed to the Issuer by such Tier 2 Noteholder, such Tier 2 Noteholder will immediately transfer such amount which is set-off to the Issuer or, in the event of its winding-up or liquidation (as the case may be), the liquidator, or other relevant insolvency official of the Issuer, to be held on trust for the Depositors and Senior Creditors,

until the claims of Depositors and Senior Creditors which are admissible in any such winding-up or liquidation have been paid or discharged in full.

### 5.3. Status of the Additional Tier 1 Notes

#### 5.3.1. Application

This Condition 5.3 applies only to Additional Tier 1 Notes.



### 5.3.2. *Status of the Additional Tier 1 Notes*

The Additional Tier 1 Notes constitute direct, unsecured and, in accordance with Condition 5.3.3 (*Subordination*), subordinated obligations of the Issuer and rank *pari passu* without any preference or priority among themselves and *pari passu* with all securities issued by the Issuer the proceeds of which qualify (or are deemed under the Capital Regulations to qualify) as Additional Tier 1 Capital and/or which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) *pari passu* with the Additional Tier 1 Notes, and (save for those that have been accorded by law preferential rights) at least *pari passu* with all other claims of creditors of the Issuer which rank or are expressed to rank (or are deemed under the Capital Regulations to rank) *pari passu* with the Additional Tier 1 Notes.

### 5.3.3. *Subordination*

The claims of Additional Tier 1 Noteholders entitled to be paid amounts due in respect of the Additional Tier 1 Notes are subordinated to the claims of Depositors, Senior Creditors and the holders of Subordinated Debt and, accordingly, if the Issuer or if the Issuer is wound up or placed under liquidation, whether voluntarily or involuntarily:

5.3.3.1. no Additional Tier 1 Noteholder shall be entitled to prove or tender to prove a claim in respect of the Additional Tier 1 Notes;

5.3.3.2. no amount due under the Additional Tier 1 Notes shall be eligible for set-off, counterclaim, abatement or other similar remedy which an Additional Tier 1 Noteholder might otherwise have under the laws of any jurisdiction in respect of the Additional Tier 1 Notes nor shall any amount due under the Additional Tier 1 Notes be payable to any Additional Tier 1 Noteholder; and

5.3.3.3. subject to Applicable Law, an Additional Tier 1 Noteholder may not exercise or claim any right of set-off in respect of any amount in respect of the principal of and/or interest on the Additional Tier 1 Notes owed to it by the Issuer and each Additional Tier 1 Noteholder shall, by virtue of its subscription, purchase or holding of any Additional Tier 1 Notes, be deemed to have waived all such rights of set-off and, to the extent that any set-off takes place, whether by operation of law or otherwise, between: (aa) any amount in respect of the principal and/or interest on the Additional Tier 1 Notes owed by the Issuer to an Additional Tier 1 Noteholder; and (bb) any amount owed to the Issuer by such Additional Tier 1 Noteholder, such Additional Tier 1 Noteholder will immediately transfer such amount which is set-off to the Issuer or, in the event of its winding-up or liquidation (as the case may be), the liquidator or other relevant insolvency official of the Issuer, to be held on trust for Depositors, Senior Creditors and the holders of Subordinated Debt,

until the claims of Depositors, Senior Creditors and the holders of Subordinated Debt which are admissible in any such winding-up or liquidation have been paid or discharged in full.

## 5.4. **Capital Regulations and Additional Conditions**

In order for the proceeds of the issue of a Tranche of Subordinated Notes to rank as Regulatory Capital, that Tranche of Subordinated Notes must comply with the applicable Capital Regulations (and the Additional Conditions (if any) prescribed by the Relevant Authority in respect of that Tranche of Subordinated Notes). The Issuer will specify in the Applicable Pricing Supplement whether any issue of a Tranche of Notes is an issue of Tier 2 Notes the proceeds of which are intended to rank as Tier 2 Capital or an issue of Additional Tier 1 Notes the proceeds of which are intended to rank as Additional Tier 1 Capital. The Additional Conditions (if any) prescribed by the Relevant Authority in respect of any such Tranche of Subordinated Notes will be specified in the Applicable Pricing Supplement.

## 6. **NEGATIVE PLEDGE**

6.1. This Condition 6 applies only to Unsubordinated Notes.

6.2. So long as any Unsubordinated Note remains outstanding, the Issuer will not create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon the whole or any part of its present or future undertaking, assets or revenues to secure any indebtedness without (a) at the same time or prior thereto securing the Unsubordinated Notes equally and rateably therewith or (b) providing such other security for the Unsubordinated Notes as may be approved by an Extraordinary Resolution of the Noteholders of Unsubordinated Notes.

## 7. **INTEREST PAYMENTS ON ADDITIONAL TIER 1 NOTES**

### 7.1. **Application**

This Condition 7 applies only to Additional Tier 1 Notes.

### 7.2. **Non-payment of interest**

7.2.1. The Issuer shall at all times have full discretion regarding any payment of interest on the Additional Tier 1 Notes. Interest payments on the Additional Tier 1 Notes will not be cumulative.

7.2.2. If the Issuer is not obliged to pay the relevant Interest Amount on the relevant Interest Payment Date in accordance with

this Condition 7.2, the Issuer shall have full access to the relevant Interest Amount (or the relevant portion thereof) to meet any relevant obligation as it falls due.

- 7.2.3. Subject to Condition 7.2.4 (which imposes an obligation on the Issuer to elect not to pay the relevant Interest Amount on the relevant Interest Payment Date under the circumstances described in Condition 7.2.4), the Issuer shall at all times have full discretion whether or not to pay the relevant Interest Amount (or any portion thereof) on the relevant Interest Payment Date and the Issuer may at any time elect not to pay the relevant Interest Amount (or any portion thereof) on the relevant Interest Payment Date. If the Issuer elects not to pay the relevant Interest Amount (or any portion thereof) on the relevant Interest Payment Date, it shall give notice of such election to the Additional Tier 1 Noteholders in accordance with Condition 19 (*Notices*) and to the Paying Agent on or prior to the relevant Interest Payment Date.
- 7.2.4. The Issuer shall elect not to pay the relevant Interest Amount on the relevant Interest Payment Date if the Issuer is in breach of the Capital Regulations on the Business Day prior to the relevant Interest Payment Date or would be in breach of the Capital Regulations if the relevant Interest Amount (or any portion thereof) were paid on the relevant Interest Payment Date.
- 7.2.5. If, pursuant to Condition 7.2.4, the Issuer is obliged to elect not to pay the relevant Interest Amount (or any portion thereof) on the relevant Interest Payment Date, it shall procure that notice of such fact is published on SENS on or prior to the relevant Interest Payment Date, and the Issuer shall also give notice of such fact to the Additional Tier 1 Noteholders in accordance with Condition 19 (*Notices*) and to the Paying Agent on or prior to the relevant Interest Payment Date.
- 7.2.6. If the Issuer elects (or is obliged to elect) not to pay the relevant Interest Amount (or any portion thereof) on the relevant Interest Payment Date in accordance with the provisions of this Condition 7.2 then the obligation that the Issuer would have had, in the absence of such election and this Condition 7.2, to pay the relevant Interest Amount (or the relevant portion thereof) to the Additional Tier 1 Noteholders on the relevant Interest Payment Date shall be extinguished in its entirety, and any failure to pay the relevant Interest Amount (or the relevant portion thereof) to the Additional Tier 1 Noteholders on the relevant Interest Payment Date shall not constitute an Event of Default by the Issuer or any other breach of the Issuer's obligations under the Additional Tier 1 Notes and the Applicable Terms and Conditions or for any other purpose, and the Additional Tier 1 Noteholders will have no claim in respect of any such non-payment.
- 7.3. Restrictions following non-payment of interest on Additional Tier 1 Notes**
- 7.3.1. For purposes of this Condition 7.3 (*Restrictions following non-payment of interest on Additional Tier 1 Notes*), the Applicable Terms and Conditions of a Tranche of Additional Tier 1 Notes "shall not contain any feature that may hinder any potential future recapitalisation" (Regulation 38(13)(b)(iv)(G) of the Regulations Relating to Banks) and any election not to pay the relevant Interest Amount (or any portion thereof) on the relevant Interest Payment Date in accordance with Condition 7.2 (*Non-payment of interest*) shall not impose any restriction on the Issuer or the Controlling Company "except in relation to a distribution to holders of more deeply subordinated shares or instruments" (Regulation 38(13)(b)(vi)(C) of the Regulations Relating to Banks).
- 7.3.2. If the relevant Interest Amount (or any portion thereof) in respect of a Tranche of Additional Tier 1 Notes shall not have been paid in full on the relevant Interest Payment Date pursuant to Condition 7.2 (*Non-payment of interest*), then from the relevant Interest Payment Date until the next Interest Payment Date of any Tranche of Additional Tier 1 Notes then in issue on which the Issuer has paid in full the Interest Amount due and payable on all Tranches of Additional Tier 1 Notes then in issue, neither the Issuer nor the Controlling Company shall (and the Controlling Company shall procure that no Group Company shall):
- 7.3.2.1. declare or pay a distribution or dividend or pay any interest on any Junior Securities other than:
- 7.3.2.1.1. Mandatory Preference Shares; or
- 7.3.2.1.2. any dividend which has been declared on any Junior Securities before the date of the notice to Noteholders referred to in Condition 7.2 (*Non-payment of interest*); or
- 7.3.2.1.3. intra-group dividends on any Junior Securities between Group Companies which are wholly-owned subsidiaries and to Group Companies which are holding companies, which can be paid at any time; *PROVIDED THAT* intra-group dividends may not be declared or paid on issuer Ordinary Shares and/or Controlling Company Ordinary Shares the proceeds of which, in each instance, qualify (or are deemed under the Capital Regulations to qualify) as Common Equity Tier 1 Capital, except to the extent that such intra-group dividends are required to re-capitalise the Issuer; or
- 7.3.2.2. redeem, purchase, reduce or otherwise acquire any Junior Securities or any securities of any of its Subsidiary undertakings benefiting from a guarantee from any other Group Company ranking (or deemed under the Capital Regulations to rank) as to the right of repayment of principal (in the case of such securities) or as to the payment of sums under any such guarantee (in the case of any such guarantee), as the case may be, junior to the Additional Tier 1 Notes.

- 7.3.3. The obligations of the Controlling Company under this Condition 7.3 are enforceable by the Additional Tier 1 Noteholders pursuant to the Dividend Restriction Agreement and Condition 22 (*Benefits*). A copy of the Dividend Restriction Agreement will be made available, to each prospective Subordinated Noteholder of Additional Tier 1 Notes in a Tranche, at the time of finalisation of the Applicable Pricing Supplement.

## 8. INTEREST

### 8.1. Fixed Rate Notes

- 8.1.1. A Tranche of Fixed Rate Notes will bear interest on its Outstanding Principal Amount at the Fixed Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement, for the period from (and including) the Interest Commencement Date to (but excluding) the Redemption Date.
- 8.1.2. The interest due on a Tranche of Fixed Rate Notes in respect of an Interest Period will be payable in arrear on the Interest Payment Date in respect of that Interest Period. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date. If any Interest Payment Date falls upon a day which is not a Business Day, the provisions of Condition 11.5 shall determine the date of payment of interest due on that Interest Payment Date; provided that for the purposes of determining an Interest Period, no such adjustment will be made to an Interest Payment Date.
- 8.1.3. The interest payable in respect of a Tranche of Fixed Rate Notes in respect of any six-monthly Interest Period shall, unless otherwise specified in the Applicable Pricing Supplement, be calculated by multiplying the Fixed Interest Rate applicable to that Tranche of Fixed Rate Notes by its Outstanding Principal Amount and then dividing the product by two; provided that:
- 8.1.3.1. if an Initial Broken Amount is specified in the Applicable Pricing Supplement, the first Interest Amount shall equal that Initial Broken Amount; and
- 8.1.3.2. if a Final Broken Amount is specified in the Applicable Pricing Supplement, the final Interest Amount shall equal that Final Broken Amount.
- 8.1.4. Save as provided in the preceding paragraphs of this Condition 8.1, if interest on a Tranche of Fixed Rate Notes is required to be calculated for a period of other than one year (in the case of annual interest payments) or other than six months (in the case of semi-annual interest payments), as the case may be, such interest shall (unless otherwise specified in the Applicable Pricing Supplement) be calculated on the basis of the actual number of days in such period divided by 365 (three hundred and sixty five).

### 8.2. Floating Rate Notes

- 8.2.1. A Tranche of Floating Rate Notes will bear interest on its Outstanding Principal Amount at the Floating Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement, for the period from (and including) the Interest Commencement Date to (but excluding) the Redemption Date.
- 8.2.2. The interest due on a Tranche of Floating Rate Notes in respect of an Interest Period will be payable in arrear on the Interest Payment Date in respect of that Interest Period. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date. If any Interest Payment Date falls upon a day which is not a Business Day, the provisions of Condition 11.5 shall determine the date of payment of interest due on that Interest Payment Date; provided that for the purposes of determining an Interest Period, no such adjustment will be made to an Interest Payment Date.
- 8.2.3. The Floating Interest Rate applicable from time to time to a Tranche of Floating Rate Notes will be determined (and specified in the Applicable Pricing Supplement) (i) on the basis of ISDA Determination or (ii) on the basis of Screen Rate Determination or (iii) on such other basis as may be determined by the Issuer and specified in the Applicable Pricing Supplement.
- 8.2.3.1. *ISDA Determination*
- Where ISDA Determination is specified in the Applicable Pricing Supplement as the manner in which the Floating Interest Rate applicable to a Tranche of Floating Rate Notes is to be determined, the Floating Interest Rate applicable to that Tranche of Floating Rate Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- 8.2.3.1.1. the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the Applicable Pricing Supplement;
- 8.2.3.1.2. the Designated Maturity (as defined in the ISDA Definitions) is the period specified in the Applicable Pricing Supplement; and

8.2.3.1.3. the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) or the Johannesburg inter-bank offered rate (JIBAR), as the case may be, for a currency, the first day of that Interest Period or (B) in any other case, as specified in the Applicable Pricing Supplement.

8.2.3.2. *Screen Rate Determination*

Where Screen Rate Determination is specified in the Applicable Pricing Supplement as the manner in which the Floating Interest Rate applicable to a Tranche of Floating Rate Notes is to be determined, the Floating Interest Rate applicable to that Tranche of Floating Rate Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

8.2.3.2.1. if the Relevant Screen Page is available, either (a) the offered quotation (if only one quotation appears on the screen page) or (b) the arithmetic mean (rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations, as the case may be, for the Reference Rate which appears on the Relevant Screen Page as at the Relevant Time on the relevant Rate Determination Date plus or minus (as appropriate the Margin (if any), all as determined by the Calculation Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations; or

8.2.3.2.2. if the Relevant Screen Page is not available or if, in the case of Condition 8.2.3.2.1(a), no such offered quotation appears or, in the case of Condition 8.2.3.2.1(b), fewer than three such offered quotations appear, in each case as at the Relevant Time, the Calculation Agent shall request the principal Johannesburg office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the relevant Rate Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Floating Interest Rate for the relevant Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent; or

8.2.3.2.3. if the Floating Interest Rate cannot be determined by applying the provisions of Condition 8.2.3.2.1 or Condition 8.2.3.2.2, as the case may be, the Floating Interest Rate for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, for deposits (in the Specified Currency) in an amount approximately equal to the aggregate Principal Amount of the relevant Tranche of Floating Rate Notes, for a period equal to that which would have been used for the Reference Rate, quoted at approximately the Relevant Time on the relevant Rate Determination Date plus or minus (as appropriate) the Margin (if any). If fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Floating Interest Rate for the relevant Interest Period will be determined by the Calculation Agent as the arithmetic mean (rounded as provided above) of the rates for deposits (in the Specified Currency) in an amount approximately equal to the aggregate Principal Amount of the relevant Tranche of Floating Rate Notes, for a period equal to that which would have been used for the Reference Rate, quoted at approximately the Relevant Time on the relevant Rate Determination Date, by four leading banks in Johannesburg (selected by the Calculation Agent and approved by the relevant Issuer) plus or minus (as appropriate) the Margin (if any); or

8.2.3.2.4. if the Floating Interest Rate cannot be determined in accordance with the provisions of Condition 8.2.3.2.3, the Floating Interest Rate shall be determined as at the last preceding Rate Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

8.2.3.3. *Maximum Floating Interest Rate or Minimum Floating Interest Rate of Interest*

If any Maximum Floating Interest Rate or Minimum Floating Interest Rate of Interest is specified in the Applicable Pricing Supplement, then the Floating Interest Rate applicable to the relevant Tranche of Floating Rate Notes shall in no event be greater than the maximum or be less than the minimum so specified.

8.2.3.4. *Calculation of Floating Interest Rate and Interest Amount*

The Calculation Agent will, on or as soon as practicable after each Rate Determination Date or each Reset Date, as applicable, but in any event not later than 3 (three) Business Days after the Rate Determination Date or the Reset Date, as applicable, determine the Floating Interest Rate for the Interest Period commencing on that Rate Determination Date or that Reset Date, as applicable, and (ii) calculate the Interest Amount payable in respect of that

Interest Period. Unless otherwise specified in the Applicable Pricing Supplement, the Interest Amount in respect of a Tranche of Floating Rate Notes will be determined by multiplying the Floating Interest Rate applicable to that Tranche of Floating Rate Notes by its Outstanding Principal Amount, then multiplying the product by the applicable Day Count Fraction and rounding the resultant product to the nearest cent, half a cent being rounded upwards.

### 8.3. Mixed Rate Notes

- 8.3.1. A Tranche of Fixed Rate Notes will bear interest on its Outstanding Principal Amount at (i) the Fixed Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement (during the Interest Period/s in respect of which the Interest Rate is a Fixed Interest Rate) or (ii) the Floating Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement (during the Interest Period/s in respect of which the Interest Rate is a Floating Interest Rate), as the case may be, for the period from (and including) the Interest Commencement Date to (but excluding) the Redemption Date.
- 8.3.2. A Tranche of Mixed Rate Notes will bear interest at (i) a Fixed Interest Rate for such Interest Period/s as is/are specified for this purpose in the Applicable Pricing Supplement and (ii) a Floating Interest Rate for such Interest Period/s as is/are specified for this purpose in the Applicable Pricing Supplement.
- 8.3.3. A Tranche of Mixed Rate Notes shall (i) for the Interest Period/s during which that Tranche bears interest at a Fixed Interest Rate, be construed for all purposes as a Tranche of Fixed Rate Notes and (ii) for the Interest Period/s during which that Tranche bears interest at a Floating Interest Rate, be construed for all purposes as a Tranche of Floating Rate Notes.

### 8.4. Index Linked Notes

The Rate of Interest applicable to a Tranche of Index Linked Notes where the Interest Amount is calculated by reference to an index and/or a formula (as indicated in the Applicable Pricing Supplement) for each Interest Period, and the Interest Amount payable for such Interest Period, shall be determined in the manner specified in the Applicable Pricing Supplement.

### 8.5. Other Notes

The Applicable Pricing Supplement relating to any other Tranche of Notes not specifically provided for in the Terms and Conditions will set out, among other things, the manner in which the interest and/or other amounts payable in respect of that Tranche are to be calculated, the Interest Commencement Date (and/or other payment commencement date), the Interest Payment Date/s (and/or other payment date/s) and the Interest Period/s (and/or other payment period/s).

### 8.6. Default interest

- 8.6.1. If payment of principal (or the relevant portion thereof) and/or interest due and payable in respect of a Tranche of interest-bearing Notes (or the relevant Notes in that Tranche) is improperly withheld or refused, the overdue principal (or the relevant portion thereof) and/or interest will bear interest at the Default Rate from (and including) the due date for payment of such principal (or the relevant portion thereof) and/or interest to (but excluding) the Actual Payment Date.
- 8.6.2. If payment of principal (or the relevant portion thereof) due and payable in respect of a Tranche of Zero Coupon Notes (or the relevant Zero Coupon Notes in that Tranche) is improperly withheld or refused then, unless otherwise specified in the Applicable Pricing Supplement, the amount of principal (or the relevant portion thereof) shall thereafter be an amount equal to the sum of (i) the Reference Price (or the relevant portion thereof) and (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price (or the relevant portion thereof) on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) the Actual Payment Date.

### 8.7. General

#### 8.7.1. Calculation of other amounts

If the Applicable Pricing Supplement specifies that any other amount, rate, index and/or formula in relation to a Tranche of Notes is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount, rate, index and/or formula is to be determined, calculate the relevant amount, rate, index and/or formula in the manner specified in the Applicable Pricing Supplement.

#### 8.7.2. Fall-back Interest Rate

Unless otherwise specified in the relevant Applicable Pricing Supplement, if the Calculation Agent is unable to determine a rate (or, as the case may be, the arithmetic mean of rates) in accordance with the above provisions of this Condition 8, the Interest Rate applicable to the relevant Tranche of Notes during the relevant Interest Period will be the Interest Rate applicable to the relevant Tranche of Notes during the immediately preceding Interest Period (with adjustment for any change in the Margin, Maximum Interest Rate or Minimum Interest Rate).

#### 8.7.3. Notification of Floating Interest Rate and each Interest Amount

- 8.7.3.1. The Calculation Agent will cause each Floating Rate of Interest and each Interest Amount determined by it (and any

other amount/s required to be determined by it) to be notified to the Paying Agent as soon as practicable after such determination but in any event not later than 3 (three) Business Days after the Rate Determination Date or the Reset Date, as applicable (in the case of the determination of the Floating Interest Rate) and not later than 3 (three) Business Days before the Interest Payment Date (in the case of the determination of the Interest Amount). The Calculation Agent will, as contemplated in Rule 7.23 of the JSE Debt Listing Requirements, cause each Floating Rate of Interest applicable to a Tranche of Notes which is listed on the Interest Rate Market to be published on SENS not later than 3 (three) Business Days before the relevant Interest Payment Date.

8.7.3.2. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.

8.7.4. *Certificates to be final*

All communications, notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer and the Noteholders and (subject as aforesaid) no liability to the Issuer or the Noteholders will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to the provisions of this Condition 8.

8.7.5. *Failure to make determinations*

If the Calculation Agent does not for any reason determine and/or calculate and/or publish any amount, rate or date as provided in the Terms and Conditions, it will forthwith notify the Issuer and the Paying Agent thereof and, if the relevant Tranche of Notes is listed on the Interest Rate Market of the JSE, it will forthwith notify the JSE and the Central Securities Depository thereof. Any failure by the Calculation Agent to determine and/or calculate and/or publish any of the foregoing will not affect the Issuer's obligations to pay any amount due in respect of the Notes as and when due.

## 9. REDEMPTION AND PURCHASE

### 9.1. Scheduled redemption

9.1.1. Unless previously redeemed, or purchased and cancelled pursuant to this Condition 9 below, a Tranche of Notes (other than Additional Tier 1 Notes) will be redeemed by the Issuer, at the Final Redemption Amount, on the Maturity Date.

9.1.2. A Tranche of Additional Tier 1 Notes must be issued without a Maturity Date and (without prejudice to the provisions of Condition 13.3 (*Events of Default relating to the Additional Tier 1 Notes*)):

9.1.2.1. shall only be redeemed, at the aggregate Outstanding Principal Amount of that Tranche plus accrued interest (if any), on a winding-up (other than pursuant to a Solvent Reconstruction) or liquidation of the Issuer subject to Condition 5.3.3 (*Subordination*);

9.1.2.2. may only be redeemed, substituted, varied or purchased, prior to a winding-up or liquidation of the Issuer, in accordance with and subject to the provisions of Condition 9.2 (*Redemption for tax reasons*), Condition 9.3 (*Redemption for regulatory reasons*), Condition 9.4 (*Redemption at the election of the Issuer*) or Condition 9.5 (*Substitution or variation of Additional Tier 1 Notes*), as applicable.

### 9.2. Redemption for tax reasons

9.2.1. If a Tax Event has occurred and is continuing, a Tranche of Notes may (subject, in the case of a Tranche of Subordinated Notes, to the prior written approval of the Relevant Authority) be redeemed, at the election of the Issuer, in whole or, if so specified in the Applicable Pricing Supplement, in part, subject to the Issuer having given not less than 30 nor more than 60 days' notice to the Noteholders of that Tranche (which notice shall be irrevocable) in accordance with Condition 19 (*Notices*) and to the Transfer Agent and the Paying Agent, on the Early Redemption Date (Tax), at the Early Redemption Amount (Tax), provided that no such notice of redemption shall be given earlier than:

9.2.1.1. where the Early Redemption Date (Tax) is an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts or would not be entitled (or such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities; or

9.2.1.2. where the Early Redemption Date (Tax) is not an Interest Payment Date, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts or would not be entitled (or such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities.

9.2.2. Prior to the publication of any notice of redemption pursuant to Condition 9.2.1, the Issuer shall deliver to the relevant Noteholders in accordance with Condition 19 (*Notices*) (A) a certificate signed by two authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) an opinion of independent advisers of recognised standing to the effect that a Tax Event has occurred. Upon the expiry of the notice referred to in Condition

9.2.1, the Issuer shall be bound to redeem the Notes in accordance with this Condition 9.2.

### 9.3. Redemption for regulatory reasons

- 9.3.1. If a Regulatory Event has occurred and is continuing, a Tranche of Subordinated Notes may (subject to the prior written approval of the Relevant Authority), be redeemed, at the election of the Issuer, in whole or, if so specified in the Applicable Pricing Supplement, in part, subject to the Issuer having given not less than 30 nor more than 60 days' notice to the Noteholders of that Tranche (which notice shall be irrevocable) in accordance with Condition 19 (*Notices*) and to the Transfer Agent and the Paying Agent, on the Early Redemption Date (Regulatory), at the Early Redemption Amount (Regulatory).
- 9.3.2. Prior to the publication of any notice of redemption pursuant to Condition 9.3.1, the Issuer shall deliver to the relevant Noteholders in accordance with Condition 19 (*Notices*) (A) a certificate signed by two authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and B) unless the Relevant Authority has confirmed to the Issuer that the proceeds of the issue of the relevant Notes are not eligible to qualify as the relevant class of Regulatory Capital of the Issuer on a solo and/or a consolidated basis, an opinion of independent advisers of recognised standing to the effect that a Regulatory Event has occurred. Upon the expiry of the notice referred to in Condition 9.3.1, the Issuer shall be bound to redeem the Notes in accordance with this Condition 9.3.

### 9.4. Redemption at the election of the Issuer

#### 9.4.1. *Unsubordinated Notes*

If the Issuer Early Redemption Election is applicable to a Tranche of Unsubordinated Notes, the Issuer may, at its election, having given not less than the period of notice specified in the Applicable Pricing Supplement to the Paying Agent, the Transfer Agent, and the relevant Noteholders in accordance with Condition 19 (*Notices*), redeem that Tranche of Unsubordinated Notes in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Call) at the Early Redemption Amount (Call).

#### 9.4.2. *Subordinated Notes*

If the Issuer Early Redemption Election is applicable to a Tranche of Subordinated Notes, the Issuer may at its election, having given not less than the period of notice specified in the Applicable Pricing Supplement to the Paying Agent, the Transfer Agent, and the Noteholders of that Tranche in accordance with Condition 19 (*Notices*), redeem that Tranche of Subordinated Notes in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Call), at the Early Redemption Amount (Call); provided that:

- 9.4.2.1. no Early Redemption Date (Call) shall fall earlier than the date being 5 (five) years and 1 (one) day after the Issue Date;
- 9.4.2.2. the Issuer shall obtain the prior written approval of the Relevant Authority before exercising the Issuer Early Redemption Election;
- 9.4.2.3. the Issuer shall not (and does not) create any expectation that the Issuer Early Redemption Election will be exercised; and
- 9.4.2.4. the Issuer shall not exercise the Issuer Early Redemption Election unless:
- 9.4.2.4.1. the Issuer concurrently replaces that Tranche of Subordinated Notes (or the relevant part of that Tranche of Subordinated Notes if that Tranche of Subordinated Notes is proposed to be redeemed in part) with capital of similar or better quality and the replacement of capital is done at conditions that are sustainable for the income capacity of the Issuer; or
- 9.4.2.4.2. the Issuer demonstrates to the satisfaction of the Relevant Authority that the Issuer's capital position will be well above the relevant specified minimum capital requirements after the Issuer Early Redemption Election is exercised.

### 9.5. Substitution or variation of Additional Tier 1 Notes

- 9.5.1. If a Tax Event or a Regulatory Event, as the case may be, has occurred and is continuing, then the Issuer may, at its election, instead of giving notice to redeem a Tranche of Additional Tier 1 Notes pursuant to the Condition 9.2 (*Redemption for tax reasons*) or Condition 9.3 (*Redemption for regulatory reasons*), as the case may be, subject to the Issuer satisfying the conditions set out in Condition 9.6 (*Conditions to substitution or variation of Additional Tier 1 Notes*) (but without any requirement for the consent or approval of any Noteholder), having given not less than 60 nor more than 90 days' notice to the Transfer Agent, the Paying Agent and the Noteholders of that Tranche of Additional Tier 1 Notes in accordance with Condition 19 (*Notices*) (which notice shall be irrevocable), substitute at any time all (but not some only) of the Additional Tier 1 Notes in that Tranche for, or vary the Applicable Terms and Conditions of that Tranche of Additional Tier 1 Notes so that they remain, Qualifying Additional Tier 1 Capital Securities or become Qualifying Tier 2



Capital Securities.

- 9.5.2. The Issuer shall, in connection with any substitution or variation of a Tranche of Additional Tier 1 Notes in accordance with this Condition 9.5, comply with the JSE Rules and/or the JSE Debt Listings Requirements, as applicable, and/or the rules of any additional or other Financial Exchange on which that Tranche of Additional Tier 1 Notes is listed.

**9.6. Conditions to substitution or variation of Additional Tier 1 Notes**

A Tranche of Additional Tier 1 Notes may only be substituted or varied by the Issuer pursuant to Condition 9.5 (*Substitution or variation of Additional Tier 1 Notes*) if:

- 9.6.1. the Issuer has notified the Relevant Authority of its intention to substitute or vary that Tranche of Additional Tier 1 Notes at least one month (or such other period, longer or shorter, as the Relevant Authority may then require or accept) prior to the date scheduled for substitution or variation of that Tranche of Additional Tier 1 Notes and written approval has been received from the Relevant Authority; and
- 9.6.2. both at the time when the notice of substitution or variation of that Tranche of Additional Tier 1 Notes is given and immediately following the substitution or variation of that Tranche of Additional Tier 1 Notes, the Issuer is or will be (as the case may be) in compliance with its capital adequacy requirements as provided in the Capital Regulations (except to the extent that the Relevant Authority no longer so requires) as confirmed by the Relevant Authority.

**9.7. Redemption at the election of Noteholders**

- 9.7.1. If the Noteholder Early Redemption Election is specified in the Applicable Pricing Supplement as being applicable to a Tranche of Unsubordinated Notes or a Tranche of Order Notes, as applicable ("**relevant Tranche**"), a Noteholder of any Notes in the relevant Tranche ("**relevant Noteholder**") may, at its election (but subject to Condition 9.7.2) require the Issuer to redeem all or any of such Notes held by the relevant Noteholder (as specified in the Noteholder Early Redemption Notice) ("**relevant Notes**"), in whole or, if so specified in the Applicable Pricing Supplement, in part, on the Early Redemption Date (Put), at the Early Redemption Amount (Put).
- 9.7.2. In order to exercise the Noteholder Early Redemption Election, the relevant Noteholder must, not less than 30 (thirty) nor more than 60 (sixty) days before the Early Redemption Date (Put), send the duly completed Noteholder Early Redemption Notice (in the form obtainable from the Issuer or attached to the Applicable Pricing Supplement, as the case may be), together with (where applicable) a copy of the Certificate (if any) representing the relevant Notes or (where applicable) a copy of the Bearer Certificate or Order Certificate, as the case may be, representing and embodying the relevant Notes, to the Issuer, with a copy of the Noteholder Early Redemption Notice to the Transfer Agent and the Paying Agent
- 9.7.3. No Certificate representing the relevant Notes which has been surrendered to the Transfer Agent in accordance with Condition 11.2.4 (*Surrender of Certificates*), if applicable, and no Order Certificate representing and embodying the relevant Notes which has been presented and surrendered to the Paying Agent in accordance with Condition 11.3 (*Payments – Order Notes*), may be withdrawn; provided that if, prior to the Early Redemption Date (Put), the relevant Notes become immediately due and payable or payment of the relevant redemption monies is improperly withheld or refused, such Certificate or Order Certificate, as the case may be, shall, without prejudice to the exercise of the Noteholder Early Redemption Election, be returned to the relevant Noteholder by uninsured mail (airmail if overseas) at the address specified by the relevant Noteholder in the Noteholder Early Redemption Notice.

**9.8. Redemption of a portion of the Notes and redemption of some, but not all, of the Notes in a Tranche**

- 9.8.1. If only a portion of a Tranche of Notes (or only a portion of any Notes in that Tranche) are to be redeemed prior to the Maturity Date (if any) in terms of this Condition 9, the Redemption Amount of each such Note shall be the Redemption Amount of that Tranche of Notes (calculated as if that Tranche of Notes were to be redeemed in whole) multiplied by that portion (expressed as a percentage) divided by the total number of Notes in that Tranche.
- 9.8.2. Where only some, but not all, of the Notes in a Tranche of Notes are to be redeemed prior to the Maturity Date (if any) in terms of this Condition 9, the Redemption Amount of each such Note shall be the Redemption Amount of that Tranche of Notes divided by the total number of Notes in that Tranche.

**9.9. Early redemption of Zero Coupon Notes**

- 9.9.1. Unless otherwise specified in the Applicable Pricing Supplement, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of (i) the Reference Price and (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the Redemption Date.
- 9.9.2. Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period which is less than a full year shall be made on the basis of the Day Count Fraction specified in the Applicable Pricing Supplement for the purposes of this Condition 9.9 or, if none is so specified, a Day Count Fraction of 30E/360.

## 9.10. No other redemption

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in this Condition 9 above.

## 9.11. Purchase

### 9.11.1. Subordinated Notes

9.11.1.1. In terms of Regulations 38(13)(b)(iv)(E) and 38(14)(a)(iv)(F) of the Regulations Relating to Banks ("**relevant Regulations**"), no Subordinated Notes *"may be held or acquired by the [Issuer] or any person related to or associated with the [Issuer] or over which the [Issuer] exercises or may exercise control or significant influence"*.

9.11.1.2. There is uncertainty regarding the interpretation and ambit of the relevant Regulations, particularly in light of the fact that, where Conversion applies to a Tranche of Subordinated Notes, upon the occurrence of the Trigger Event, the Controlling Company is obliged to acquire that Tranche of Subordinated Notes.

9.11.1.3. Circular C6/2014 clarifies some (but not all) of the uncertainty regarding the interpretation and ambit of the relevant Regulations.

9.11.1.4. Circular C6/2014 provides that, in the context only of the relevant Regulations, "*associated*" *"relates to the relevant bank or controlling company or a related party over which the bank and/or controlling company exercises or may exercise control or significant influence. The term therefore excludes a shareholder of the bank or controlling company itself; as the bank or controlling company has no control or significant influence over such a shareholder"*.

9.11.1.5. The term "*associated*" in the Circular C6/2014 extract above would appear to mean that in order for "*any person*" to be "*related to or associated with*" the Issuer, that person must be a person over which the Issuer and/or the Controlling Company "*exercises or may exercise control or significant influence*".

9.11.1.6. The phrase "*or over which the bank exercises or may exercise control or significant influence*" in the relevant Regulations would therefore now appear not to be a third category of restricted person but a qualification required for a person to be "*related to or associated with*" the Issuer and/or the Controlling Company.

9.11.1.7. It would appear (although this is not certain) that the relevant Regulations (as read with Circular C6/2014) allow the Controlling Company to purchase or acquire or hold Subordinated Notes.

9.11.1.8. It is clear that, in terms of the relevant Regulations (as read with Circular C6/2014), neither the Issuer nor any of its Subsidiaries (if any) may at any time purchase or acquire or hold Subordinated Notes.

9.11.1.9. No other proscribed entity referred to in the relevant Regulations (as read with Circular C6/2014) may purchase or acquire or hold any Subordinated Notes.

### 9.11.2. Unsubordinated Notes

The Issuer or any of its Subsidiaries (if any) may at any time purchase Unsubordinated Notes in the open market or otherwise and at any price. In the event of the Issuer purchasing Unsubordinated Notes, such Unsubordinated Notes may (subject to the restrictions of any Applicable Law) be held, resold or, at the election of the Issuer, cancelled. Unsubordinated Notes purchased by any of the Issuer's Subsidiaries may be held or resold.

## 9.12. Cancellation

All Notes which are redeemed or (in the case of Unsubordinated Notes) purchased by the Issuer and, at the election of the Issuer, cancelled (as contemplated in Condition 9.11.2 (*Purchase*)) will forthwith be cancelled and may not be re-issued or resold. Each Certificate (if any) representing any Registered Notes, and each Order Certificate representing and embodying any Order Notes, which are cancelled or, following a partial redemption, partially cancelled, shall be forwarded to the Transfer Agent for cancellation. The Transfer Agent shall, in respect of a Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE, notify the Central Securities Depository and the JSE of any cancellation, partial redemption or redemption of Registered Notes in that Tranche so that such entities can record the reduction in the aggregate Outstanding Principal Amount of the Notes in issue. Where only a portion of Registered Notes represented by a Certificate is redeemed, the Transfer Agent shall deliver a new Certificate, representing the balance of such Registered Notes, to the holder of such Registered Notes, as contemplated in Condition 16.1.2 (*Transfer of Registered Notes represented by Certificates*). Where only a portion of Order Notes represented and embodied in an Order Certificate, is redeemed, the Transfer Agent shall deliver a new Order Certificate, representing and embodying the balance of such Order Notes, to the Payee of such Order Notes.

## 9.13. Beneficial Interests

The redemption of Beneficial Interests shall take place in accordance with the Financial Markets Act and the Applicable Procedures.

## 10. OCCURRENCE OF THE TRIGGER EVENT

- 10.1. This Condition 10 applies only to Subordinated Notes. Unless otherwise specified in the Applicable Pricing Supplement, Condition 10.2 to Condition 10.17 inclusive below shall apply irrespective of whether Write-Off or Conversion, as the case may be, is specified in the Applicable Pricing Supplement as being applicable to a Tranche of Subordinated Notes.
- 10.2. The provisions of this Condition 10 are based on or extracted from Regulations 38(13) and 38(14) of the Regulations Relating to Banks as at the Programme Date as read with Guidance Note 07/2013. Where any of the provisions of Regulations 38(13) and/or 38(14) of the Regulations Relating to Banks and/or Guidance Note 07/2013 are amended, re-enacted or replaced and/or substituted from time to time by the Relevant Authority, the corresponding provisions of this Condition 10 shall, unless otherwise specified in the Applicable Pricing Supplement, automatically be deemed to have been amended to provide for such amendments, re-enactments, replacements and/or substitutions.
- 10.3. The Applicable Terms and Conditions of a Tranche of Subordinated Notes shall contain a provision that requires that Tranche of Subordinated Notes, at the occurrence of a "trigger event" (at the discretion of the Relevant Authority ("**Discretion**")), to either (i) be written off ("**Write-Off**" and "**Written Off**" shall be construed accordingly) or (ii) be converted to the most subordinated form of equity ("**Conversion**", and "**Converted**" shall be construed accordingly).
- 10.4. The Issuer will specify in the Applicable Pricing Supplement whether a Tranche of Subordinated Notes will, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), be Written Off or Converted, as envisaged in Regulation 38(13)(b)(i) and Regulation 38(14)(a)(i) of the Regulations Relating to Banks.
- 10.5. Unless otherwise specified in the Applicable Pricing Supplement, the "trigger event" for a Tranche of Additional Tier 1 Notes which are accounted as equity (if any) and a Tranche of Tier 2 Notes, respectively, will be the occurrence of the "trigger event" specified in writing by the Relevant Authority (as contemplated in Regulation 38(13)(b)(i) and Regulation 38(14)(a)(i), respectively, of the Regulations Relating to Banks); provided that, as a minimum, the aforesaid "trigger event" shall be the earlier of:
- 10.5.1. a decision that a write-off, without which the Issuer would become non-viable, is necessary, as determined by the Relevant Authority; or
- 10.5.2. the decision to make a public sector injection of capital, or equivalent support, without which the Issuer would have become non-viable, as determined by the Relevant Authority,
- as contemplated in sub-paragraph (iii) of the proviso to Regulation 38(13)(b)(i) and sub-paragraph (iii) of the proviso to Regulation 38(14)(a)(i), respectively, of the Regulations Relating to Banks.
- 10.6. Unless otherwise specified in the Applicable Pricing Supplement, the "trigger event" for a Tranche of for Additional Tier 1 Notes which are accounted as liabilities will be the first to occur of the following events:
- 10.6.1. the occurrence of the "trigger event" specified in writing by the Relevant Authority (as contemplated in Regulation 38(13)(b)(i) of the Regulations Relating to Banks); provided that, as a minimum, the aforesaid "trigger event" shall be the earlier of:
- 10.6.1.1. a decision that a write-off, without which the Issuer would become non-viable, is necessary, as determined by the Relevant Authority; or
- 10.6.1.2. the decision to make a public sector injection of capital, or equivalent support, without which the Issuer would have become non-viable, as determined by the Relevant Authority,
- as contemplated in sub-paragraph (iii) of the proviso to Regulation 38(13)(b)(i) of the Regulations Relating to Banks; or
- 10.6.2. the Common Equity Tier 1 ratio of the Issuer ("**CET 1 Ratio**") is equal to or falls below 5.875% of risk-weighted exposures.
- 10.7. The Relevant Authority will notify the Issuer in writing once the Relevant Authority determines that the Trigger Event has occurred.
- 10.8. The Issuer will, as soon as may be practicable after the Issuer has been notified by the Relevant Authority of the occurrence of the Trigger Event in respect of a Tranche of Subordinated Notes ("**relevant Tranche of Subordinated Notes**"), notify the Subordinated Noteholders of the relevant Tranche of Subordinated Notes ("**relevant Subordinated Noteholders**"), in accordance with Condition 19 (*Notices*), of the occurrence of the Trigger Event and the Unpaid Amount.
- 10.9. Notwithstanding the occurrence of the Trigger Event, the Relevant Authority has a Discretion to (i) take action and allow the Write-Off or Conversion to occur in order to effect an increase the CET1 Ratio such that the Issuer will be deemed by the Relevant Authority to be viable again or (ii) take no action and not require the Write-Off or Conversion to occur.
- 10.10. Write-Off or Conversion of Subordinated Notes need only occur up until the point where the Issuer is deemed by the Relevant Authority to be viable again, as specified in writing by the Relevant Authority.
- 10.11. In terms of statutory ranking, Additional Tier 1 Notes are likely to be Written Off or Converted prior to any Write-Off or

Conversion of Tier 2 Notes. The Subordinated Notes to be Written Off or Converted at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority) will be determined by the Relevant Authority.

- 10.12. The Relevant Authority will also determine whether, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), the entire aggregate Outstanding Principal Amount of the relevant Tranche of Subordinated Notes ("**Total Principal Amount**") or a portion of the Total Principal Amount ("**Relevant Portion of the Principal Amount**") will be Written Off or Converted, as applicable, such determination to be based on the book value of the relevant Tranche of Subordinated Notes as reflected in the Issuer's financial statements or management accounts at the relevant time (with reference to the amount required to increase the CET1 Ratio such that the Issuer will be deemed by the Relevant Authority to be viable again).
- 10.13. The "**Unpaid Amount**", in relation to the relevant Tranche of Subordinated Notes, will be the sum of the Total Principal Amount or the Relevant Portion of the Principal Amount, as the case may be, plus all accrued but unpaid interest on the Total Principal Amount or the Relevant Portion of the Principal Amount, as the case may be, as at the occurrence of the Trigger Event. The "**Relevant Portion of the Unpaid Amount**", in relation to each relevant Subordinated Noteholder, will be the Unpaid Amount multiplied by the number of Subordinated Note/s in the relevant Tranche of Subordinated Notes held by that relevant Subordinated Noteholder divided by the total number of Subordinated Notes in the relevant Tranche of Subordinated Notes.
- 10.14. Where the Unpaid Amount in respect of the relevant Tranche of Subordinated Notes is determined with reference to the Total Principal Amount, "**all of the Subordinated Notes**" means the whole of each Subordinated Note in the relevant Tranche of Subordinated Notes (and 100% of the Outstanding Principal Amount of that Subordinated Note).
- 10.15. Where the Unpaid Amount in respect of the relevant Tranche of Subordinated Notes is determined with reference to the Relevant Portion of the Principal Amount, the "**Relevant Portion of the Subordinated Notes**" means that portion of each Subordinated Note in the relevant Tranche of Subordinated Notes (and that percentage of the Outstanding Principal Amount of that Subordinated Note) as is equivalent to the proportion (expressed as a percentage) which the Relevant Portion of the Principal Amount bears to the Total Principal Amount.
- 10.16. If the Issuer has both Tier 2 Notes and other shares and/or instruments the proceeds of which rank as Tier 2 Capital ("**Other Tier 2 Capital Instruments**") in issue which are subject to Write-Off or Conversion, as applicable, the Tier 2 Notes and the Other Tier 2 Capital Instruments will be treated *pari passu*, and a partial Write-Off or Conversion may occur at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), up to the point where the Issuer is deemed by the Relevant Authority to be viable again, as specified in writing by the Relevant Authority.
- 10.17. If the Issuer has both Additional Tier 1 Notes and other shares and/or instruments the proceeds of which rank as Additional Tier 1 Capital ("**Other Additional Tier 1 Capital Instruments**") in issue which are subject to Write-Off or Conversion, as applicable, the Additional Tier 1 Notes and the Other Additional Tier 1 Capital Instruments will be treated *pari passu*, and a partial Write-Off or Conversion may occur at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), up to the point where the Issuer is deemed by the Relevant Authority to be viable again, as specified in writing by the Relevant Authority.
- 10.18. **Write-Off**
- 10.18.1. Unless otherwise specified in the Applicable Pricing Supplement, this Condition 10.18 shall apply to the relevant Tranche of Subordinated Notes where Write-Off is specified in the Applicable Pricing Supplement as being applicable.
- 10.18.2. At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority):
- 10.18.2.1. the Unpaid Amount in respect of the relevant Tranche of Subordinated Notes shall be Written Off without further action on the part of the Issuer, any Noteholder or any other person;
- 10.18.2.2. the obligation that the Issuer would have had, in the absence of this Condition 10.18, to pay the Unpaid Amount to the relevant Subordinated Noteholders shall be extinguished in its entirety;
- 10.18.2.3. the Unpaid Amount shall be Written Off permanently with no provision for a write-up once the Issuer becomes viable again and shall be irrevocably lost;
- 10.18.2.4. where the Unpaid Amount is determined with reference to the Total Principal Amount, all of the Subordinated Notes shall (in consequence of the Write-Off) be cancelled, without further action on the part of the Issuer, any Noteholder or any other person;
- 10.18.2.5. where the Unpaid Amount is determined with reference to the Relevant Portion of the Principal Amount, the Relevant Portion of the Subordinated Notes shall (in consequence of the Write-Off) be cancelled, without further action on the part of the Issuer, any Noteholder or any other person.
- 10.18.3. If the Applicable Pricing Supplement specifies that compensation is to be paid to the relevant Subordinated Noteholders as a result of the Write-Off, such compensation shall (unless otherwise specified in the Applicable Pricing Supplement) be paid to the relevant Subordinated Noteholders in the form of Controlling Company Ordinary Shares and (unless

otherwise specified in the Applicable Pricing Supplement) the provisions of Condition 10.19 (*Conversion*) shall apply *mutatis mutandis*.

- 10.18.4. If the Applicable Pricing Supplement does not specify that compensation is to be paid to the relevant Subordinated Noteholders as a result of the Write-Off, no compensation shall be paid to the relevant Subordinated Noteholders as a result of the Write-Off.

#### 10.19. Conversion

- 10.19.1. Unless otherwise specified in the Applicable Pricing Supplement, this Condition 10.19 shall apply to the relevant Tranche of Subordinated Notes where Conversion is specified in the Applicable Pricing Supplement as being applicable.
- 10.19.2. At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, shall be Converted into Controlling Company Ordinary Shares in the manner set out in this Condition 10.19 below.
- 10.19.3. For purposes of determining the number of Controlling Company Ordinary Shares to be received by each relevant Subordinated Noteholder, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), the subscription price of the Controlling Company Ordinary Shares shall be the greater of:
- 10.19.3.1. the arithmetic mean (that is, the volume weighted average price) of the Controlling Company Ordinary Shares for the 5 (five) consecutive dealing days immediately prior to the occurrence of the Trigger Event, as published by the JSE; or
- 10.19.3.2. 20% of the closing value of the Controlling Company Ordinary Shares, as at the Issue Date, as published by the JSE.
- 10.19.4. The number of Controlling Company Ordinary Shares to be received by each relevant Subordinated Noteholder pursuant to the Conversion, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority) ("**Relevant Number of Controlling Company Ordinary Shares**") shall be determined with reference to the formula set out in Condition 10.19.3, and then rounding the resultant figure downward to the nearest whole number.
- 10.19.5. At the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), each relevant Subordinated Noteholder shall be deemed to have subscribed for (and shall be deemed to have been issued with) the Relevant Number of Controlling Company Ordinary Shares.
- 10.19.6. The Relevant Number of Controlling Company Ordinary Shares shall be credited as fully paid and shall have the same rights as, and rank *pari passu* in all respects with, all of the Controlling Company Ordinary Shares as at the occurrence of the Trigger Event. If the Controlling Company Ordinary Shares are issued in registered certificated form, the Issuer shall procure that the certificate/s evidencing the Relevant Number of Controlling Company Ordinary Shares is/are delivered to each relevant Subordinated Noteholder.
- 10.19.7. The subscription price of the Relevant Number of Controlling Company Ordinary Shares subscribed for by each relevant Subordinated Noteholder in terms of Condition 10.19.5 shall be an amount which is equal to the Relevant Portion of the Unpaid Amount (that is, the face value of all of the Subordinated Note/s or the Relevant Portion of the Subordinated Note/, as applicable, held by that relevant Subordinated Noteholder).
- 10.19.8. Payment of the subscription price of the Relevant Number of Controlling Company Ordinary Shares by each relevant Subordinated Noteholder shall be effected by that relevant Subordinated Noteholder (a) transferring (and having been deemed to have transferred) all of the Subordinated Note/s or the Relevant Portion of the Subordinated Note/s, as applicable, held by that relevant Subordinated Noteholder to the Controlling Company and (b) ceding (and having been deemed to have ceded) all of that relevant Subordinated Noteholder's rights and claims under the Relevant Portion of the Unpaid Amount to the Controlling Company.
- 10.19.9. In consequence of the transfer and cession referred to in Condition 10.19.8, the Controlling Company will be the Subordinated Noteholder of all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, and the Controlling Company will have a claim against the Issuer which is equal to the Unpaid Amount (that is, the face value of all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable).
- 10.19.10. At the occurrence of the Trigger Event and forthwith after each relevant Subordinated Noteholder shall have been deemed to have been issued with the Relevant Number of Controlling Company Ordinary Shares pursuant to Condition 10.19.5, the Controlling Company shall subscribe for the Relevant Number of Issuer Ordinary Shares and the Issuer shall issue the Relevant Number of Issuer Ordinary Shares to the Controlling Company.
- 10.19.11. The Relevant Number of Issuer Ordinary Shares shall be credited as fully paid and shall have the same rights as, and rank *pari passu* in all respects with, all of the Issuer Ordinary Shares as at the occurrence of the Trigger Event. If the Issuer Ordinary Shares are issued in registered certificated form, the Issuer shall procure that the certificate/s evidencing the Relevant Number of Issuer Ordinary Shares is/are delivered to the Controlling Company.
- 10.19.12. The subscription price for the Relevant Number of Issuer Ordinary Shares shall be an amount which is equal to the

Unpaid Amount (that is, the face value of all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, held by the Controlling Company).

- 10.19.13. For purposes of determining the number of Issuer Ordinary Shares to be issued to the Controlling Company pursuant to the subscription referred to in Condition 10.19.10 ("**Relevant Number of Issuer Ordinary Shares**"), the subscription price for the Relevant Number of Issuer Ordinary Shares referred to in Condition 10.19.12 shall be divided by the market value of the Issuer Ordinary Shares as at the day of such subscription (determined by the auditors of the Issuer in accordance with Condition 10.19.14), the resultant figure being rounded downward to the nearest whole number.
- 10.19.14. The Issuer shall procure that the market value of the Issuer Ordinary Shares as at the day of the subscription referred to in Condition 10.19.10 is determined by the auditors of the Issuer. In the absence of manifest error, the market value so determined by the auditors of the issuer shall be binding on the Controlling Company and the Issuer.
- 10.19.15. The obligation of the Controlling Company to pay the subscription price for the Relevant Number of Issuer Ordinary Shares subscribed for by it in terms of Condition 10.19.10 shall be set-off against the obligation of the Issuer to pay the Unpaid Amount under all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, held by the Controlling Company.
- 10.19.16. In consequence of the set-off referred to in Condition 10.19.15:
- 10.19.16.1. the Issuer's obligation to pay the Unpaid Amount under all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, shall be discharged in its entirety;
- 10.19.16.2. where the Unpaid Amount is determined with reference to the Total Principal Amount, all of the Subordinated Notes shall be cancelled, without further action on the part of the Issuer, the Controlling Company, any Noteholder or any other Person;
- 10.19.16.3. where the Unpaid Amount is determined with reference to the Relevant Portion of the Principal Amount, the Relevant Portion of the Subordinated Notes shall be cancelled, without further action on the part of the Issuer, the Controlling Company, any Noteholder or any other Person.
- 10.19.17. The arrangements contemplated in this Condition 10.19 are set out in the Conversion Agreement. The obligations of the Controlling Company under this Condition 10.19 are enforceable by the relevant Subordinated Noteholders pursuant to the Conversion Agreement and Condition 22 (*Benefits*). A copy of the Conversion Agreement will be made available, to each prospective relevant Subordinated Noteholder, at the time of finalisation of the Applicable Pricing Supplement.
- 10.19.18. The Issuer shall (and the Issuer shall procure that the Controlling Company shall) at all times (to the extent that it is within the Issuer and/or the Controlling Company's control and/or power to do so) obtain and maintain all prior authorisations (including, without limitation, all Controlling Company shareholder approvals in terms of the Companies Act and the JSE Listings Requirements applicable to the Main Board of the JSE) necessary to ensure the Conversion of the relevant Tranche of Subordinated Notes pursuant to this Condition 10.19 above. The Issuer will not issue and list a Tranche of Subordinated Notes to which Conversion is applicable unless the Controlling Company shall have secured and/or obtained the required shareholders' approval in accordance with the JSE Listings Requirements applicable to the Main Board of the JSE.
- 10.19.19. Where, at the occurrence of the Trigger Event, the Conversion of the relevant Tranche of Subordinated Notes pursuant to this Condition 10.19 above (i) cannot be undertaken for any reason or (ii) is not irrevocable or (iii) will not result in an immediate increase in the CET 1 Ratio, then the relevant Tranche of Subordinated Notes shall, instead of being Converted, be Written Off, at the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), *mutatis mutandis* in accordance with the provisions of Condition 10.18.2 (*Write-Off*).

#### 10.20. Surviving Subordinated Notes

Where the Unpaid Amount in respect of the relevant Tranche of Subordinated Notes is determined with reference to the Relevant Portion of the Principal Amount:

- 10.20.1. the balance of the relevant Tranche of Subordinated Notes not Written-Off (or, if applicable, Converted) (such balance being the "**Surviving Subordinated Notes**") shall continue to exist and, after the Write-Off (or, if applicable, Conversion), all references to "Principal Amount" in the Terms and Conditions and/or the Applicable Terms and Conditions (including, without limitation, Condition 9.2 (*Redemption for tax reasons*), Condition 9.3 (*Redemption for regulatory reasons*) and Condition 9.4 (*Redemption at the election of the Issuer*)) shall be construed as references to the Total Principal Amount less the Relevant Portion of the Principal Amount, and all references to "Subordinated Notes" and "a Tranche of Subordinated Notes" in the Terms and Conditions and/or the Applicable Terms and Conditions (including, without limitation, Condition 9.2 (*Redemption for tax reasons*), Condition 9.3 (*Redemption for regulatory reasons*) and Condition 9.4 (*Redemption at the election of the Issuer*)) shall be construed as references to the Surviving Subordinated Notes; and
- 10.20.2. without limiting the provisions of Condition 10.20.1 if, after the Write-Off (or, if applicable, Conversion), the relevant

Tranche of Subordinated Notes is to be redeemed in terms of Condition 9.2 (*Redemption for tax reasons*) or Condition 9.3 (*Redemption for regulatory reasons*) or Condition 9.4 (*Redemption at the election of the Issuer*), as the case may be, the amount of principal and accrued but unpaid interest to be paid to the Noteholders of the relevant Tranche of Subordinated Notes in terms of Condition 9.2 (*Redemption for tax reasons*) or Condition 9.3 (*Redemption for regulatory reasons*) or Condition 9.4 (*Redemption at the election of the Issuer*), as the case may be, shall be irrevocably reduced by the Unpaid Amount.

#### 10.21. No Event of Default

Neither the Write-Off (nor, if applicable, the Conversion of all of the Subordinated Notes or the Relevant Portion of the Subordinated Notes, as applicable, nor the failure to pay the Unpaid Amount to the relevant Subordinated Noteholders in consequence of the Write-Off (or, if applicable, the Conversion) shall constitute an Event of Default or any other breach of the Issuer's obligations under the relevant Tranche of Subordinated Notes or the Applicable Terms and Conditions, and the relevant Subordinated Noteholders will have no claims of whatsoever nature against the Issuer as a result of the Write-Off (or, if applicable, the Conversion).

### 11. PAYMENTS

#### 11.1. General

- 11.1.1. All payments of all amounts (whether in respect of principal, interest or otherwise) due and payable in respect of any Notes shall be made by the Issuer (where the Issuer itself acts as Paying Agent) or the Paying Agent, on behalf of the Issuer (where the Issuer has appointed a third party to act as Paying Agent), on the terms and conditions of the Applicable Agency Agreement (if any) and this Condition 11.
- 11.1.2. All references in this Condition 11 to "*Paying Agent*" shall be construed as references to the Issuer (where the Issuer itself acts as Paying Agent) or the Paying Agent on behalf of the Issuer (where the Issuer has appointed a third party entity to act as Paying Agent), as the case may be.
- 11.1.3. Payments will be subject in all cases to any Taxation or other laws, directives and regulations applicable to such payment in the place of payment.

#### 11.2. Payments - Registered Notes

##### 11.2.1. Registered Noteholders

- 11.2.1.1. Only the Central Securities Depository (in the case of Registered Notes held in the Central Securities Depository) and Noteholders named in the Register at 17h00 (South African time) on the relevant Last Day to Register (in the case of Registered Notes represented by Certificates) will be entitled to payments of interest and/or principal in respect of Registered Notes.
- 11.2.1.2. Payments of interest and/or principal in respect of Registered Notes shall be made, in accordance with this Condition 9.2, to the Central Securities Depository (in the case of Registered Notes held in the Central Securities Depository) or to the person reflected as the registered Noteholder of Registered Notes in the Register at 17h00 (South African time) on the relevant Last Day to Register (in the case of Registered Notes represented by Certificates).

##### 11.2.2. Method of payment

- 11.2.2.1. The Paying Agent will pay all amounts due and payable in respect of Registered Notes:
  - 11.2.2.1.1. in the case of Registered Notes which are held in the Central Securities Depository, in immediately available and freely transferable funds, in the Specified Currency, by electronic funds transfer to the bank account of the Central Securities Depository;
  - 11.2.2.1.2. in the case of Registered Note/s which are represented by a Certificate, in immediately available and freely transferable funds, in the Specified Currency, by electronic funds transfer, to the bank account of the person named as the registered Noteholder of such Registered Note/s in the Register or, in the case of joint registered Noteholders, the bank account of the first one of them named in the Register in respect of such Registered Note/s; provided that if several persons are entered into the Register as joint registered Noteholders of such Registered Note/s then, without affecting the previous provisions of this Condition 11, payment to any one of them shall be an effective and complete discharge by the Issuer of the amount so paid, notwithstanding any notice (express or otherwise) which the Issuer and/or the Paying Agent may have of the right, title, interest or claim of any other person to or in any such Registered Note/s.
- 11.2.2.2. Neither the Paying Agent nor the Issuer shall be responsible for the loss in transmission of any such funds, and payment of any amount into the bank account referred to in Condition 11.2.2.1.1 or Condition 11.2.2.1.2, as the case may be, in accordance with Condition 11.2.2.1, shall be satisfaction *pro tanto*, to the extent of such amount, of the Issuer's obligations to the Noteholders under the relevant Registered Notes, the Applicable Terms and Conditions and the Applicable Agency Agreement (if any).



### 11.2.3. *Beneficial Interests*

- 11.2.3.1. Following payment to the Central Securities Depository of amounts due and payable in respect of Registered Notes which are held in the Central Securities Depository pursuant to Condition 11.2.2 (*Method of payment*), the relevant funds will be transferred by the Central Securities Depository, via the Participants, to the holders of Beneficial Interests in such Registered Notes, in accordance with the CSD Procedures.
- 11.2.3.2. Each of the persons reflected in the records of the Central Securities Depository or the relevant Participant, as the case may be, as the holders of Beneficial Interests in Registered Notes shall look solely to the Central Securities Depository or the relevant Participant, as the case may be, for such persons share of each payment so made by the Paying Agent to or for the order of the Central Securities Depository.
- 11.2.3.3. Neither the Paying Agent nor the Issuer will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests, or for maintaining, supervising or reviewing any records relating to Beneficial Interests.
- 11.2.3.4. Payments of amounts due and payable in respect of Beneficial Interests in Registered Notes will be recorded by the Central Securities Depository, distinguishing between interest and principal, and such record of payments by the Central Securities Depository shall be *prima facie* proof of such payments.

### 11.2.4. *Surrender of Certificates*

- 11.2.4.1. Payments of principal in respect of any Registered Note/s which is/are represented by Certificate/s shall be made to the Noteholder/s of such Registered Note/s only if, prior to the Redemption Date, such Certificate/s shall have been surrendered to the Transfer Agent (at its Specified Office).
- 11.2.4.2. If the relevant Certificate is not surrendered to the Transfer Agent (at its Specified Office) in accordance with Condition 11.2.4.1, the amount of principal payable to the Noteholder of the Registered Notes represented by that Certificate shall be retained by the Paying Agent for such Noteholder, at the latter's risk, until that Certificate shall have been surrendered to the Transfer Agent (at its Specified Office), and such Noteholder will not be entitled to any interest and/or other payments in respect of any delay in payment occasioned as a result of such failure to surrender such Certificate.

### 11.3. **Payments – Order Notes**

#### 11.3.1. **Payments of:**

- 11.3.1.1. interest in respect of Order Notes will be made to the Payee only against presentation and surrender by the Payee, or its Representative, of the relevant Coupon or (where the Order Certificate is issued without Coupons) only against presentation by the Payee, or its Representative of the Order Certificate, to the Paying Agent (at its Specified Office);
- 11.3.1.2. instalment Amounts in respect of Order Notes will be made to the Payee only against presentation and surrender by the Payee, or its Representative, of the relevant Receipt to the Paying Agent (at its Specified Office);
- 11.3.1.3. principal or the final Instalment Amount, as applicable, in respect of Order Notes which are to be redeemed (whether in whole or in part) pursuant to the Applicable Terms and Conditions will be made to the Payee only against presentation and surrender, by the Payee or its Representative, of the relevant Order Certificate to the Paying Agent (at its Specified Office).
- 11.3.2. Upon presentation and surrender of the Order Certificate or Coupon or Receipt, as the case may be, to the Paying Agent (at its Specified Office) in terms of Condition 11.3.1, the Payee, or its Representative, shall notify the Paying Agent in writing of the address (within South Africa or such Other Banking Jurisdiction as is specified in the Applicable Pricing Supplement) of the Payee and the bank account (within South Africa) into which the relevant payment must be made.
- 11.3.3. Subject to Conditions 11.3.1 and 11.3.2, the Paying Agent shall pay all amounts due and payable in respect of any Order Notes, in immediately available and freely transferable funds, in the Specified Currency, by electronic funds transfer, to the bank account referred to in Condition 11.3.2. Neither the Issuer nor the Paying Agent shall be responsible for the loss in transmission of any such funds, and payment of any amount into such bank account, in accordance with this Condition 11.3.3, shall be satisfaction *pro tanto*, to the extent of such amount, of the Issuer's obligations to the relevant Payees under the relevant Order Notes, the Applicable Terms and Conditions and the Applicable Agency Agreement (if any).

### 11.4. **Payments by cheque**

- 11.4.1. If the Paying Agent is prevented or restricted directly or indirectly from making any payment in respect of any Notes by electronic funds transfer in accordance with the preceding provisions of this Condition 11 (whether by reason of strike, lockout, fire, explosion, flood, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or disturbance, cessation of labour, government interference or control or any other cause or contingency beyond the control of the Issuer) such inability to make payment will not constitute an Event of Default and the Paying Agent shall be entitled (subject to Applicable Laws and banking practice) to make such payment by cheque

(or by such number of cheques as may be required in accordance with applicable banking law and practice).

- 11.4.2. Payments by cheque shall, promptly after the Paying Agent is so prevented or restricted from making payment by electronic funds transfer (as contemplated in Condition 11.4.1), be sent by post, at the risk of the relevant Noteholder (unless otherwise requested by the relevant Noteholder by notice in writing to the Paying Agent):
- 11.4.2.1. in the case of Registered Notes, to the address of the relevant Noteholder as set forth in the Register or, in the case of joint Noteholders, the address set forth in the Register of that one of them who is first named in the Register in respect of such Registered Notes;
- 11.4.2.2. in the case of Order Notes, to the address of the Payee referred to in Condition 11.3.2.
- 11.4.3. Each cheque issued in respect of Registered Notes shall be made payable to or for the order of the Noteholder of such Registered Notes or, in the case of joint Noteholders of Registered Notes, the first one of them named in the Register in respect of such Registered Notes. Each cheque issued in respect of Order Notes shall be made payable to or for the order of the Payee. Cheques may be posted by ordinary post, provided that neither the Issuer nor the Paying Agent shall be responsible for any loss, including without limitation any loss due to theft or fraud, in transmission and the postal authorities shall be deemed to be the agent of the relevant Noteholders or Payees, as applicable, for the purposes of all cheques posted in terms of this Condition 11.4.
- 11.4.4. Payment by cheque sent in terms of this Condition 11.4 shall be a complete discharge by the Issuer of its obligations in respect of the amount of the cheque. The relevant Noteholders or Payees, as applicable, shall not be entitled to any interest or other payment in respect of any delay in payment of any amount in respect of the relevant Registered Notes or Order Notes, as applicable, resulting from a cheque mailed in accordance with this Condition 11.4 arriving after the due date for such payment or being lost in the mail.

#### 11.5. Business Day

Notwithstanding anything to the contrary contained in the Terms and Conditions, if the date for payment of any amount due and payable in respect of any Notes is not a Business Day then:

- 11.5.1. if a Business Day Convention is not specified in the Applicable Pricing Supplement, such date for payment shall be the following Business Day;
- 11.5.2. if a Business Day Convention is specified in the Applicable Pricing Supplement, such date for payment shall be adjusted according to such Business Day Convention,

and the Noteholder of such Notes shall not be entitled to any interest or other payment in respect of any such delay in payment.

#### 11.6. Interpretation of principal and interest

- 11.6.1. Any reference in the Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable, (i) the Redemption Amount, (ii) any additional amounts which may be payable with respect to principal under Condition 12.1 (*Gross up*) and (iii) any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes, but excluding for the avoidance of doubt, interest.
- 11.6.2. Any reference in the Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 12.1 (*Gross up*).

### 12. TAXATION

#### 12.1. Gross up

- 12.1.1. All payments of principal and interest in respect of the Notes by or on behalf of the Issuer shall be made without withholding or deduction for or on account of any Taxes, unless the withholding or deduction is required by Applicable Law.
- 12.1.2. If any such withholding or other deduction is required by Applicable Law, the Issuer shall, subject to the Issuer's rights to redeem that Tranche of Notes following a Tax Event pursuant to Condition 9.2 (*Redemption for tax reasons*), pay such additional amounts as shall be necessary in order that the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been received by them in the absence of such withholding or deduction, provided that no such additional amounts shall be payable in respect of any Note:
- 12.1.2.1. to a Noteholder who is liable for such Taxes in respect of such Note by reason of his having some connection with South Africa other than the mere holding of such Note or the receipt of principal or interest in respect of such Note; or
- 12.1.2.2. held by or on behalf of a Noteholder which would not be liable for or subject to such withholding or deduction by complying with any statutory requirement or by making a declaration of non-residency or other similar claim for exemption to the relevant tax authority; or

- 12.1.2.3. where such withholding or deduction is in respect of Taxes levied or imposed on interest or principal payments only by virtue of the inclusion of such payments in the "taxable income" (as defined in section 1 of the Income Tax Act) or "taxable capital gain" (as defined in paragraph 1 of Schedule 8 to the Income Tax Act) of the relevant Noteholder; or
- 12.1.2.4. where (in the case of any payment of principal and/or interest which is conditional on surrender of the relevant Certificate in accordance with the Terms and Conditions or conditional on presentation and surrender of the relevant Order Certificate, as the case may be, in accordance with the Terms and Conditions, the relevant Certificate or the relevant Order Certificate, as the case may be, is surrendered (or presented and surrendered), as applicable more than 30 (thirty) days after the due date for payment of such principal and/or interest, except to the extent that the relevant Noteholder would have been entitled to such additional amounts if it had surrendered the relevant Certificate, or presented and surrendered the relevant Order Certificate, as the case may be, on such thirtieth day; or
- 12.1.2.5. if such withholding or deduction arises through the exercise by the revenue authorities of special powers in respect of tax defaulters; or
- 12.1.2.6. where any withholding is required under sections 1471 through to 1474 of the U.S. Internal Revenue Code ("FATCA") (including any regulations or official interpretations issued with respect thereto, or any law implementing an intergovernmental agreement in respect thereto, including pursuant to the intergovernmental agreement signed between the Government of the Republic of South Africa and the U.S. Government on 9 June 2014).

## 12.2. Taxing jurisdiction

If the Issuer is no longer a tax resident of South Africa, references in the Terms and Conditions to South Africa shall be construed as references to the jurisdiction in which the Issuer has become a tax resident.

## 13. EVENTS OF DEFAULT

### 13.1. Events of Default relating to Unsubordinated Notes

- 13.1.1. This Condition 13.1 applies only to Unsubordinated Notes.
- 13.1.2. If any of the following events occurs and is continuing:
- 13.1.2.1. *Non-payment*
- the Issuer fails to pay any amount of principal in respect of the Unsubordinated Notes within 5 (five) days of the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 10 (ten) days of the due date for payment thereof; or
- 13.1.2.2. *Breach of other obligations*
- the Issuer fails to perform any of its other obligations under the Applicable Terms and Conditions of a Tranche of Unsubordinated Notes and such failure remains unremedied for 30 (thirty) consecutive days after written notice thereof from any Unsubordinated Noteholder (given in accordance with Condition 19 (*Notices*)) has been received by the Issuer; or
- 13.1.2.3. *Cross-default of Issuer*
- the Issuer fails to pay any Material Indebtedness when due and payable or (as the case may be) within any originally applicable grace period and such failure to pay continues for more than 30 (thirty) consecutive days; or
- 13.1.2.4. *Unsatisfied judgment*
- one or more judgment/s or order/s from which no further appeal is permissible under Applicable Law for the payment of any amount due and payable under any Material Indebtedness is rendered against the Issuer and such judgment/s or order/s continue/s unsatisfied (and is not dismissed or withdrawn) for a period of 30 (thirty) consecutive days after the date/s of such judgment/s or order/s or, if later, the date/s specified for payment in such judgment/s or order/s; or
- 13.1.2.5. *Security enforced*
- proceedings are initiated against the Issuer such that a person takes possession of the whole or a Material Part of its undertaking, assets and revenues or an execution or attachment or other process is levied, enforced upon, sued out or put in force against the whole or a Material Part of its undertaking, assets and revenues, as the case may be, and (i) such proceedings are not (or such execution, attachment or other process is not) withdrawn, or settled and satisfied, within 45 (forty five) consecutive days or (ii) such proceedings are not (or such execution, attachment or other process is not) contested in good faith by the Issuer within 45 (forty five) consecutive days; or
- 13.1.2.6. *Winding-up*
- an order is made or an effective resolution is passed for the winding-up, liquidation or curatorship of the Issuer, whether voluntarily or compulsorily (otherwise than in respect of a Solvent Reconstruction); or

13.1.2.7. *Failure to take action etc.*

any action, condition or thing (including the obtaining of any consent, licence, approval or authorisation) now or hereafter necessary to enable the Issuer to comply with its obligations under the Applicable Terms and Conditions of a Tranche of Unsubordinated Notes is not taken, fulfilled or done, or any such consent, licence, approval or authorisation is revoked, modified, withdrawn or withheld or ceases to remain in full force and effect, resulting in the Issuer being unable to perform any of its obligations under the Applicable Terms and Conditions of that Tranche of Unsubordinated Notes; or

13.1.2.8. *Unlawfulness*

it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Applicable Terms and Conditions of a Tranche of Unsubordinated Notes; or

13.1.2.9. *Cessation of business*

the Issuer ceases (or through an official act of the board of directors of the Issuer, threatens to cease) to carry on the whole or a substantial part of its business (other than in Solvent Circumstances),

then any Unsubordinated Noteholder may, by written notice to the Issuer in accordance with Condition 19 (*Notices*), declare all or any of the Unsubordinated Notes held by that Unsubordinated Noteholder to be immediately due and payable, whereupon such Unsubordinated Notes shall become immediately due and payable at the Early Termination Amount without further action or formality.

**13.2. Events of Default relating to Tier 2 Notes**

13.2.1. This Condition 13.2 applies only to Tier 2 Notes.

13.2.2. If default shall be made in the payment of any principal or interest due on the Tier 2 Notes for a period of 5 (five) days or more after any date on which the payment of principal is due or 10 (ten) days or more after any date on which the payment of interest is due (as the case may be), any Tier 2 Noteholder may, subject as provided below, at its discretion and without further notice, institute proceedings for the winding-up of the Issuer and/or prove in any winding-up of the Issuer, but take no other action in respect of that default. In such proceedings or winding-up the claim of a Tier 2 Noteholder shall be for the Early Termination Amount in respect of the Tier 2 Notes held by that Tier 2 Noteholder.

13.2.3. Payments of principal and/or interest on the Tier 2 Notes may not be accelerated by any Tier 2 Noteholder except in the case of bankruptcy and/or liquidation of the Issuer.

13.2.4. If any step (including an application, a proposal or a convening of a meeting) is taken by any Person with a view to having the Issuer liquidated and an order is thereafter passed for the liquidation of the Issuer, all of the Tier 2 Notes shall be deemed, on the date on which such step is taken, to have been declared forthwith due and payable (whether or not due for payment and without further action or formality), at the Early Termination Amount (subject to Condition 5.2.3 (*Subordination*)), on and with effect from the day preceding the date on which such order for the liquidation of the Issuer is passed.

13.2.5. Without prejudice to Condition 13.2.2 to Condition 13.2.4 inclusive, if the Issuer breaches any of its obligations under the Tier 2 Notes (other than any obligation in respect of the payment of principal or interest on such Tier 2 Notes) then each Tier 2 Noteholder may at its discretion and without further notice, bring such proceedings as it may think fit to enforce the obligation in question; provided that the Issuer shall not, as a result of the bringing of any such proceedings, be obliged to pay any sum representing or measured by reference to principal or interest on such Tier 2 Notes sooner than the same would otherwise have been payable by it.

**13.3. Events of Default relating to Additional Tier 1 Notes**

13.3.1. This Condition 13.3 applies only to Additional Tier 1 Notes.

13.3.2. *Notwithstanding any of the provisions of this Condition 13.3, the right to institute winding up proceedings is limited to circumstances where amounts under the Additional Tier 1 Notes have become due and payable. Payment of any Interest Amount in respect of Additional Tier 1 Notes will not be due if the Issuer has elected or is obliged not to pay that Interest Amount (or any portion thereof) pursuant to Condition 7.2 (Non-payment of interest).*

13.3.3. If default shall be made in the payment of any principal or any interest due on the Additional Tier 1 Notes for a period of 7 (seven) days or more after any date on which such principal or any interest becomes due and payable, each Additional Tier 1 Noteholder may, subject as provided below, at its discretion and without further notice, institute proceedings for the winding-up of the Issuer and/or prove in any winding-up of the Issuer, but may take no other action in respect of such default.

13.3.4. Without prejudice to Condition 13.3.3, if the Issuer breaches any of its obligations under the Additional Tier 1 Notes (other than any obligation in respect of the payment of principal or interest on the Additional Tier 1 Notes) then each Additional Tier 1 Noteholder may, subject as provided below, at its discretion and without further notice, bring such

proceedings as it may think fit to enforce the obligation in question; provided that the Issuer shall not, as a result of the bringing of any such proceedings, be obliged to pay any sum representing or measured by reference to principal or interest on the Additional Tier 1 Notes sooner than the same would otherwise have been payable by it.

#### 14. PRESCRIPTION

Any claim for payment of any amount of principal or interest, as the case may be, in respect of any Notes will prescribe 3 (three) years after the date on which such amount first becomes due and payable under the Applicable Terms and Conditions; provided that if payment of such amount is required, in accordance with the Applicable Terms and Conditions, to be made to the Central Securities Depository, any claim for payment of such amount will prescribe 3 (three) years after the date on which such amount has been received by the Central Securities Depository.

#### 15. EXCHANGE OF BENEFICIAL INTERESTS FOR REGISTERED NOTES REPRESENTED BY A CERTIFICATE AND REPLACEMENT OF CERTIFICATES

##### 15.1. Exchange of Beneficial Interests

15.1.1. A holder of a Beneficial Interest in Registered Note/s may, if permitted by the Financial Markets Act, by written notice to the holder's nominated Participant (or, if such holder is a Participant, the Central Securities Depository), request that such Beneficial Interest be exchanged for Registered Notes in definitive registered form represented by a Certificate ("Exchange Notice"). The Exchange Notice shall specify (i) the name, address and bank account details of the holder of the Beneficial Interest and (ii) the day on which such Beneficial Interest is to be exchanged for Registered Notes represented by a Certificate; provided that such day shall be a Business Day and shall fall not less than 30 (thirty) days after the day on which such Exchange Notice is given.

15.1.2. The holder's nominated Participant will, within 7 (seven) days of receipt of the Exchange Notice, through the Central Securities Depository, notify the Transfer Agent that it is required to exchange such Beneficial Interest for Registered Notes represented by a Certificate. The Transfer Agent will, as soon as is practicable but within 14 (fourteen) days after receiving such notice, in accordance with the Applicable Procedures, procure that a Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 14 day period ("Exchange Date"), to the holder's nominated Participant (acting on behalf of the holder of the Beneficial Interest) at the Specified Office of the Transfer Agent; provided that joint holders of a Beneficial Interest shall be entitled to receive only one Certificate in respect of that joint holding, and delivery to one of those joint holders shall be delivery to all of them.

15.1.3. In order to effect the exchange of a Beneficial Interest in any Registered Notes (a) such Registered Notes will, prior to the Exchange Date, be surrendered (through the Central Securities Depository) to the Transfer Agent at its Specified Office and (b) the Transfer Agent will obtain the release of such Registered Notes from the Central Securities Depository in accordance with the CSD Procedures.

15.1.4. An Individual Certificate shall, in relation to a Beneficial Interest in any number of Registered Notes of a particular aggregate Outstanding Principal Amount standing to the account of the holder thereof, represent that number of Registered Notes of that aggregate Outstanding Principal Amount, and shall otherwise be in such form as may be agreed between the Issuer and the Transfer Agent; provided that if such aggregate Outstanding Principal Amount is equivalent to a fraction of the Specified Denomination or a fraction of any multiple thereof, such Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

##### 15.2. Costs

15.2.1. The costs and expenses of the delivery of each Certificate and all taxes or governmental charges that may be imposed in relation to such Certificate and/or the printing, issue and delivery of such Certificate and all related insurance charges (if any) shall, unless and to the extent otherwise provided by Chapter IV of the Financial Markets Act, be borne by the Noteholder of the Registered Notes represented by that Certificate. Separate costs and expenses relating to the provision of Certificates and/or the transfer of Registered Notes represented by Certificates may be levied by other persons, such as a Participant, under the Applicable Procedures, and such costs and expenses shall not be borne by the Issuer.

15.2.2. The costs and expenses of the printing, issue and delivery of Order Certificates, and any Receipts and/or Coupons, shall be borne by the Issuer, save as otherwise provided in the Applicable Pricing Supplement.

##### 15.3. Replacement

If any Certificate is mutilated, defaced, stolen, destroyed or lost it may be replaced at the Specified Office of the Transfer Agent, on payment by the claimant of such costs and expenses as may be incurred in connection therewith, and upon such terms as to evidence of title and the provision of such indemnity or security as the Issuer and the Transfer Agent may require. Mutilated or defaced Certificates must be surrendered at the Specified Office of the Transfer Agent before replacements will be issued.

#### 15.4. Death and sequestration or liquidation of Noteholder

Any person becoming entitled to Registered Notes in consequence of the death, sequestration or liquidation of the holder of such Notes may, upon producing such evidence that he holds the position in respect of which he proposes to act under this Condition 15.4 or of his title as the Issuer and the Transfer Agent shall require, be registered himself as the holder of such Registered Notes or, subject to the Applicable Procedures, this Condition 15.4 and Condition 16.1 (*Transfer of Registered Notes*), may transfer such Registered Notes. The Issuer, the Transfer Agent and (if applicable) the Central Securities Depository and/or the relevant Participant shall be entitled to retain any amount payable upon the Registered Notes to which any person is so entitled until such person shall be registered as aforesaid or shall duly transfer the Registered Notes.

### 16. TRANSFER OF NOTES

#### 16.1. Transfer of Registered Notes

##### 16.1.1. *Transfer of Beneficial Interests in Registered Notes held in the Central Securities Depository*

16.1.1.1. Beneficial Interests may be transferred only in accordance with the CSD Procedures through the Central Securities Depository.

16.1.1.2. Transfers of Beneficial Interests to and from clients of Participants occur by way of electronic book entry in the securities accounts maintained by the Participants for their clients, in accordance with the CSD Procedures.

16.1.1.3. Transfers of Beneficial Interests among Participants occur through electronic book entry in the central securities accounts maintained by the Central Securities Depository for the Participants, in accordance with the CSD Procedures.

16.1.1.4. Transfers of Beneficial Interests in Registered Notes will not be recorded in the Register.

##### 16.1.2. *Transfer of Registered Notes represented by Certificates*

16.1.2.1. In order for any transfer of Registered Notes represented by a Certificate to be recorded in the Register, and for such transfer to be recognised by the Issuer:

16.1.2.1.1. the transfer of such Registered Notes must be embodied in a Transfer Form;

16.1.2.1.2. the Transfer Form must be signed by the registered Noteholder of such Notes and the transferee, or any Representative of that registered Noteholder and/or transferee; and

16.1.2.1.3. the Transfer Form must be delivered to the Transfer Agent at its Specified Office together with the Certificate representing such Registered Notes for cancellation.

16.1.2.2. Registered Notes represented by a Certificate may be transferred, in whole or in part, in amounts of not less than the Specified Denomination or any multiple thereof.

16.1.2.3. Subject to this Condition 16.1.2, the Transfer Agent will, within 3 (three) Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with any Applicable Laws and/or Applicable Procedures), record the transfer of Registered Notes represented by a Certificate (or the relevant portion of such Registered Notes) in the Register, and authenticate and deliver to the transferee at the Transfer Agent's Specified Office or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Certificate representing the Registered Notes transferred reflecting the Outstanding Principal Amount of the Registered Notes transferred.

16.1.2.4. Where a Noteholder has transferred a portion only of Registered Notes represented by a Certificate, the Transfer Agent will authenticate and deliver to such Noteholder at the Transfer Agent's Specified Office or, at the risk of such Noteholder, send by mail to such address as such Noteholder may request, at the risk of such Noteholder, a new Certificate representing the balance of the Registered Notes held by such Noteholder.

16.1.2.5. The transferor of any Registered Notes represented by a Certificate will be deemed to remain the owner thereof until the transferee is registered in the Register as the holder thereof.

16.1.2.6. Before any transfer of Registered Notes represented by a Certificate is registered in the Register, all relevant transfer taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the Issuer and the Transfer Agent may require as to the identity and title of the transferor and the transferee.

16.1.2.7. No transfer of any Registered Notes in a Tranche represented by a Certificate will be registered during the Register Closed Period.

16.1.2.8. If a transfer of any Registered Notes represented by a Certificate is registered in the Register, the Transfer Form and cancelled Certificate will be retained by the Transfer Agent.

**16.2. Transfer of Order Notes**

Order Notes may be transferred only by the negotiation of the Order Certificate representing and embodying such Order Notes (by way of the Endorsement of such Order Certificate by the old Payee and the delivery of such Order Certificate to the new Payee), as contemplated in the Bills of Exchange Act.

**16.3. Prohibition on stripping**

Where so specified in the Applicable Pricing Supplement, Order Certificates which are issued with Receipts and/or Coupons attached shall be issued subject to the condition that the relevant Order Notes may only be transferred to a single transferee at a time and, accordingly, that the various rights in respect of the relevant Order Notes may not be stripped and transferred to various transferees at different times.

**17. REGISTER**

17.1. The Register will be maintained by the Transfer Agent and will be kept at the Specified Office of the Transfer Agent. The Register will reflect the number of Registered Notes issued and outstanding and the serial number of Certificate/s (if any) issued in respect of Registered Notes.

17.2. The registered Noteholder/s of the Registered Note/s in a Tranche of Registered Notes which is held in the Central Securities Depository will be determined in accordance with the CSD Procedures, and such registered Noteholder/s will be named in the Register as the registered holder/s of such Registered Note/s.

17.3. The Register will contain the name, address and bank account details of the Central Securities Depository and the name, address and bank account details of the registered Noteholders of Registered Notes represented by Certificates. The Register will set out the aggregate Principal Amount of Registered Notes issued to a Noteholder or the aggregate Outstanding Principal Amount of Registered Notes transferred to a Noteholder, as the case may be, the Issue Date or the date of transfer, as the case may be, and the date upon which the Noteholder became registered as such.

17.4. The Register will be open for inspection during the normal business hours of the Transfer Agent by any Noteholder of registered Notes (or any Representative of such Noteholder). The Register will, in relation to a Tranche of Registered Notes, be closed during the Register Closed Period.

17.5. Neither the Issuer nor the Transfer Agent will be bound to enter any trust into the Register or to take any notice of or to accede to the execution of any trust (express, implied or constructive) to which any Registered Note may be subject.

17.6. The Transfer Agent will alter the Register in respect of any change of name, address or bank account number of any of the Noteholders of Registered Notes of which it is notified; provided that the Register will only be amended to reflect a transfer of Registered Notes if such transfer is carried out in accordance with Condition 16.1.2 (*Transfer of Registered Notes represented by Certificates*).

**18. TRANSFER AGENT, CALCULATION AGENT AND PAYING AGENT**

18.1. The Issuer is entitled to vary or terminate the appointment of any third party appointed by the Issuer as Calculation Agent and/or Paying Agent and/or Transfer Agent in accordance with the terms and conditions of the Applicable Agency Agreement governing that appointment and/or to appoint additional or other agents.

18.2. If the Issuer elects to appoint another entity (not being the Issuer) as Calculation Agent and/or Paying Agent and/or Transfer Agent, that other entity, on execution of an appropriate Applicable Agency Agreement or an appropriate accession letter to the Applicable Agency Agreement, as the case may be, shall serve in that capacity in respect of the Notes. The Issuer shall notify the Noteholders (in the manner set out in Condition 19 (*Notices*)) of any such appointment and, if any Registered Notes are listed on the Interest Rate Market of the JSE, the Issuer shall notify the JSE of any such appointment.

18.3. There will at all times be a Calculation Agent, a Paying Agent and a Transfer Agent with a Specified Office in such place as may be required by the Applicable Procedures.

18.4. The Calculation Agent, the Paying Agent and the Transfer Agent act solely as the agents of the Issuer and do not assume any obligation towards or relationship of agency or trust for or with any Noteholders.

18.5. If and to the extent that the Issuer acts as the Transfer Agent and/or the Calculation Agent and/or the Paying Agent:

18.5.1. all references in the Terms and Conditions to any action, conduct or function in such role shall be understood to mean that the Issuer shall perform such action, conduct or function itself; and

18.5.2. any requirements in the Terms and Conditions for consultation, indemnification by or of, payment by or to, delivery by or to, notice by or to, consent by or to or agreement between the Issuer and the Transfer Agent and/or the Calculation Agent and/or the Paying Agent (as applicable) shall be disregarded to the extent that the Issuer performs such role.



## 19. NOTICES

### 19.1. Notice to Noteholders

- 19.1.1. All notices to Noteholders of Registered Notes represented by Certificates shall be in writing and shall be sent by registered mail to the respective postal addresses of those Noteholders appearing in the Register or delivered by hand to the respective addresses of those Noteholders appearing in the Register. Each such notice shall be deemed to have been received by the relevant Noteholder on the date of delivery (if such notice is delivered by hand) or the tenth day after the date on which such notice is sent by registered mail (if such notice is sent by registered mail).
- 19.1.2. For so long as any Registered Notes represented by Certificates are listed on the Interest Rate Market of the JSE, there may be substituted for the notice contemplated in Condition 19.1.1, the publication of the relevant notice on SENS or on any other electronic news service of general distribution.
- 19.1.3. Notices to Noteholders of Order Notes shall be in writing and shall be sent by registered mail to the respective postal addresses of those Noteholders notified to the Issuer and/or the Paying Agent in writing or delivered by hand to the respective addresses of those Noteholders notified to the Issuer and/or the Paying Agent in writing. Each such notice shall be deemed to have been received by the relevant Noteholder on the date of delivery (if such notice is delivered by hand) or the tenth day after the date on which such notice is sent by registered mail (if such notice is sent by registered mail).
- 19.1.4. All notices to holders of Beneficial Interest in Registered Notes shall be in writing and shall be delivered by hand or transmitted by e-mail to the Central Securities Depository, the JSE and the Participants, for communication by the Central Securities Depository and the Participants to the holders of Beneficial Interests in accordance with the Applicable Procedures. Each such notice will be deemed to have been received by the holders of Beneficial Interests on the date of delivery (if such notice is delivered by hand) or the date on which such notice is transmitted by e-mail (if such notice is sent by e-mail).
- 19.1.5. Where any provision of the Terms and Conditions requires notice to be given to the Noteholders of any matter other than a meeting of Noteholders, such notice will be given *mutatis mutandis* as set out in this Condition 19.1, subject to compliance with any other time periods prescribed in the provision concerned.
- 19.1.6. In addition to the applicable notice requirements set out in this Condition 19.1 above, all notices of meetings of all of the Noteholders or the relevant Group/s of Noteholders (as applicable) shall be published on SENS.

### 19.2. Notice by Noteholders

- 19.2.1. All notices to be given by (i) any Noteholder of Registered Note/s represented by a Certificate or (ii) any holder of Order Note/s, as the case may be, to the Issuer or the Transfer Agent, as the case may be, shall be in writing and given by delivering the notice, by hand or by registered post, together with a certified copy of that Certificate or the relevant Order Certificate, as applicable, to the Specified Office of the Issuer or the Specified Office of the Transfer Agent, as the case may be. Each such notice shall be deemed to have been received by the Issuer or the Transfer Agent, as the case may be, on the date of delivery (if such notice is delivered by hand) or the tenth day after the date on which such notice is sent by registered mail (if such notice is sent by registered mail).
- 19.2.2. All notices to be given by any holder of a Beneficial Interest to the Issuer shall be in writing and given by such holder through such holder's Participant in accordance with the CSD Procedures, and in such manner as the Issuer and the relevant Participant may approve for this purpose.

## 20. AMENDMENTS

- 20.1. The Issuer may effect, without the consent of any Noteholder, any amendment to the Applicable Terms and Conditions (including any of the Terms and Conditions) which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of South Africa (including, without limitation, all Applicable Laws and the Applicable Procedures).
- 20.2. Save as is provided in Condition 20.1 and subject to Condition 10.2 (*Occurrence of the Trigger Event*), no amendment to any of the Applicable Terms and Conditions (including any of the Terms and Conditions) of any Tranche of Notes may be effected unless (i) the proposed amendment is first approved by the JSE and, after having obtained the approval of the JSE to the proposed amendment, (ii) the proposed amendment is in writing and signed by or on behalf of the Issuer and (iii):
- 20.2.1. if the proposed amendment is an amendment to any of the Applicable Terms and Conditions (including any of the Terms and Conditions) which are applicable to all of the Notes, (i) the proposed amendment is approved by an Extraordinary Resolution of all of the Noteholders (provided that the relevant Extraordinary Resolution shall be passed within 15 (fifteen) Business Days after the proposed amendment is submitted to the Noteholders in terms of Condition 20.4) or (ii) the written resolution containing the proposed amendment is signed by or on behalf of Noteholders holding not less than 75% of the aggregate Outstanding Principal Amount of all of the Notes (provided that the relevant written resolution shall be signed within 15 (fifteen) Business Days after the proposed amendment is submitted to the Noteholders in terms of

Condition 20.4), as the case may be;

- 20.2.2. if the proposed amendment is an amendment to any of the Applicable Terms and Conditions (including any of the Terms and Conditions) which are applicable only to certain Tranche/s of Notes, (i) the proposed amendment is approved by an Extraordinary Resolution of the relevant Group/s of Noteholders holding such Tranche/s of Notes (provided that the relevant Extraordinary Resolution shall be passed within 15 (fifteen) Business Days after the proposed amendment is submitted to the Noteholders in terms of Condition 20.4) or (ii) the written resolution containing such amendment is signed by or on behalf of the relevant Group/s of Noteholders holding not less than 75% of the aggregate Outstanding Principal Amount of all of the Notes in such Tranche/s of Notes (provided that the relevant written resolution shall be signed within 15 (fifteen) Business Days after the proposed amendment is submitted to the Noteholders in terms of Condition 20.4), as the case may be.
- 20.3. The provisions of Condition 21 (*Meetings of Noteholders*) will apply, *mutatis mutandis*, to each meeting of all of the Noteholders or the relevant Group/s of Noteholders (as applicable) contemplated in Condition 20.2.
- 20.4. After having obtained the approval of the JSE to a proposed amendment to the Applicable Terms and Conditions (including any of the Terms and Conditions) to be effected in terms of Condition 20.2, the Issuer shall (in the manner set out in Condition 19 (*Notices*)) notify all of the Noteholders or the relevant Group/s of Noteholders (as applicable) of such proposed amendment. Such notice shall (i) include the written resolution setting out such proposed amendment, (ii) the restrictions on voting under the Terms and Conditions, (iii) the last date on which all of the Noteholders or the relevant Group/s of Noteholders (as applicable) should return the signed written resolution, and the address to which the signed written resolution should be sent.
- 20.5. Any amendment to the Applicable Terms and Conditions (including any of the Terms and Conditions) effected in terms of this Condition 20 will be binding on (as applicable) all of the Noteholders or the relevant Group/s of Noteholders, and such amendment will be notified to such Noteholders (in the manner set out in Condition 19 (*Notices*)) as soon as practicable thereafter.
- 20.6. For the avoidance of doubt, the exercise by the Issuer of its rights under Condition 18 (*Transfer Agent, Calculation Agent and Paying Agent*) shall not constitute an amendment to the Applicable Terms and Conditions (or the Terms and Conditions).
- 20.7. The Programme Memorandum, updated to reflect an amendment to the Terms and Conditions effected in terms of this Condition 20, must be submitted to the JSE, and such amendment must be published on SENS, as soon as practicable thereafter.

## 21. MEETINGS OF NOTEHOLDERS

### 21.1. Directions of Noteholders

- 21.1.1. The provisions with regard to meetings of Noteholders are set out in this Condition 21. The provisions of this Condition 21 will apply, *mutatis mutandis*, to each separate meeting of all of the Noteholders or the relevant Group/s of Noteholders (as applicable) (each, a "meeting" or the "meeting").
- 21.1.2. Every director, the secretary of and the attorney to the Issuer and every other person authorised in writing by the Issuer, may attend and speak at a meeting, but will not be entitled to vote, other than (subject to Condition 21.10.3) as a Noteholder or proxy or duly authorised representative of a Noteholder.
- 21.1.3. A meeting will have power, in addition to all powers specifically conferred elsewhere in the Terms and Conditions:
- 21.1.3.1. by Ordinary Resolution of all of the Noteholders, to give instructions to the Issuer in respect of any matter not covered by the Applicable Terms and Conditions (including any of the Terms and Conditions) (but without derogating from the powers or discretions expressly conferred upon the Issuer by the Applicable Terms and Conditions or imposing obligations on the Issuer not imposed or contemplated by the Applicable Terms and Conditions or otherwise conflicting with or inconsistent with the provisions of the Applicable Terms and Conditions);
- 21.1.3.2. by Extraordinary Resolution of all of the Noteholders, to bind all of the Noteholders to any compromise or arrangement;
- 21.1.3.3. by Extraordinary Resolution of all of the Noteholders or the relevant Group/s of Noteholders (as applicable), to agree to any amendment to the Applicable Terms and Conditions (including any of the Terms and Conditions), subject to and in accordance with Condition 20 (*Amendments*);
- 21.1.3.4. by Extraordinary Resolution of all of the Subordinated Noteholders of Subordinated Notes to which Conversion is applicable (as contemplated in Condition 10.19 (*Conversion*)), to approve any proposal by the Issuer and/or the Controlling Company for any amendment of any provision of the Conversion Agreement, subject to and in accordance with the terms of the Conversion Agreement;
- 21.1.3.5. by Extraordinary Resolution of all of the Additional Tier 1 Noteholders, to approve any proposal by the Issuer and/or the Controlling Company for any amendment of any provision of the Dividend Restriction Agreement, subject to and

in accordance with the terms of the Dividend Restriction Agreement;

- 21.1.3.6. by Extraordinary Resolution of all of the Noteholders, to approve the substitution of any person for the Issuer (or any previous substitute) under the Notes;
  - 21.1.3.7. by Extraordinary Resolution of all of the Subordinated Noteholders of Subordinated Notes to which Conversion is applicable (as contemplated in Condition 10.19 (*Conversion*)), to approve the substitution of any person for the Controlling Company (or any previous substitute) under the Conversion Agreement;
  - 21.1.3.8. by Extraordinary Resolution of all of the Additional Tier 1 Noteholders, to approve the substitution of any person for the Controlling Company (or any previous substitute) under the Dividend Restriction Agreement;
  - 21.1.3.9. by Extraordinary Resolution of all of the Noteholders or the relevant Group/s of Noteholders (as applicable), to waive any breach or authorise any proposed breach by the Issuer of its obligations under the Applicable Terms and Conditions (including any of the Terms and Conditions) or any act or omission which might otherwise constitute an Event of Default under the Notes;
  - 21.1.3.10. by Extraordinary Resolution of all of the Subordinated Noteholders of Subordinated Notes to which Conversion is applicable (as contemplated in Condition 10.19 (*Conversion*)), to waive any breach or authorise any proposed breach by the Issuer and/or the Controlling Company of its/their obligations under the Conversion Agreement;
  - 21.1.3.11. by Extraordinary Resolution of all of the Additional Tier 1 Noteholders, to waive any breach or authorise any proposed breach by the Issuer and/or the Controlling Company of its/their obligations under the Dividend Restriction Agreement.
- 21.1.4. Unless otherwise specified in the Terms and Conditions (and subject to Condition 21.1.3), resolutions of all of the Noteholders or the relevant Group/s of Noteholders (as applicable) will require an Ordinary Resolution to be passed.

## 21.2. Convening of meeting

- 21.2.1. The Issuer may at any time convene a meeting.
- 21.2.2. The Issuer will convene (i) a meeting of all of the Noteholders upon the requisition in writing of Noteholders holding not less than 10% of the aggregate Outstanding Principal Amount of all of the Notes or (ii) a separate meeting of any Group/s of Noteholders upon the requisition in writing of the Noteholders in such Group/s of Noteholders holding not less than 10% of the aggregate Outstanding Principal Amount of the Notes in the relevant Tranche(s) of Notes held by such Group/s of Noteholders, as the case may be (each such requisition, a "requisition notice").
- 21.2.3. A requisition notice will state the nature of the business for which the meeting is to be held, the resolutions to be proposed and considered at the meeting and the place at which the meeting is to be held, and will be deposited at the Specified Office of the Issuer. A requisition notice may consist of several documents in like form, each signed by one or more requisitionists.

## 21.3. Convening of meetings by requisitionists

If the Issuer does not convene a meeting within 30 (thirty) days of the deposit of a requisition notice, the requisitionists may themselves convene the meeting, but the meeting so convened will be held within 90 (ninety) days from the date of such deposit and will be convened as nearly as possible in the same manner as that in which meetings may be convened by the Issuer. Whenever the requisitionists are about to so convene any such meeting, requisitionists shall forthwith give notice of the meeting to the Issuer and to all of the Noteholders or the relevant Group/s of Noteholders (as applicable) in accordance with Condition 21.4.

## 21.4. Notice of meeting

The Issuer will, whenever it wishes (or is required) to convene a meeting, forthwith give at least 21 (twenty one) days' written notice thereof (exclusive of the day on which the notice is given and of the day on which the meeting is held) (in the manner set out in Condition 19 (*Notices*)) to all of the Noteholders or the relevant Group/s of Noteholders (as applicable), specifying the place, day and time of the meeting, the nature of the business for which the meeting is to be held and the resolutions to be proposed and considered at the meeting; provided that the holders of at least 90% of the aggregate Outstanding Principal Amount of all of the Notes or the Notes in the relevant Tranche(s) of Notes held by the relevant Group/s of Noteholders (as applicable), may agree in writing to a shorter period. In addition to the applicable notice requirements set out in Condition 19 (*Notices*), all notices of meetings of all of the Noteholders or the relevant Group/s of Noteholders (as applicable) shall be published on SENS.

## 21.5. Place of meeting

A meeting shall be held at such time and place as the Issuer may specify in the relevant notice of that meeting or, where the requisitionists convene a meeting, at such time and place as the requisitionists may specify in the relevant notice of that meeting.

## 21.6. Quorum

### 21.6.1. A quorum at a meeting shall:

21.6.1.1. for the purposes of considering an Ordinary Resolution, consist of Noteholders present in person or by proxy and holding in the aggregate not less than one-third of the Outstanding Principal Amount of all of the Notes or the Notes in the relevant Tranche(s) of Notes held by the relevant Group/s of Noteholders (as applicable);

21.6.1.2. for the purposes of considering an Extraordinary Resolution, consist of Noteholders present in person or by proxy and holding in the aggregate not less than a clear majority of the Outstanding Principal Amount of all of the Notes or the Notes in the relevant Tranche(s) of Notes held by the relevant Group/s of Noteholders (as applicable).

21.6.2. No business will be transacted at a meeting of the Noteholders unless a quorum is present at the time when the meeting proceeds to business.

21.6.3. If, within 15 (fifteen) minutes from the time appointed for the meeting, a quorum is not present, the meeting will, if it was convened on the requisition of Noteholders, be dissolved. In every other case the meeting will stand adjourned to the same day in the second week thereafter, at the same time and place, or if that day is not a Business Day, the next succeeding Business Day. If at such adjourned meeting a quorum is not present the Noteholders present in person or by proxy at such adjourned meeting will constitute a quorum for the purpose of considering any resolution, including an Ordinary Resolution and a Special Resolution.

## 21.7. Chairman

A person (who may, but need not, be a Noteholder) nominated in writing by the Issuer will preside as chairman at a meeting. If that person is not present within 15 (fifteen) minutes after the time fixed for the holding of the meeting, the Noteholders then present will choose one of themselves to preside as chairman. The procedures to be followed at the meeting shall be as determined by the chairman subject to this Condition 21. The chairman of an adjourned meeting need not be the same person as was the chairman of the original meeting.

## 21.8. Adjournment

21.8.1. Subject to the provisions of this Condition 21, the chairman may, with the consent of, and will if directed by, the Noteholders then present at the meeting, adjourn the meeting from time to time and from place to place.

21.8.2. No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

21.8.3. At least 14 (fourteen) days' written notice of any meeting adjourned through want of a quorum will be given in the same manner as of the original meeting and such notice will state that the Noteholders present in person or by proxy at the adjourned meeting will constitute a quorum. Otherwise it shall not be necessary to give notice of an adjourned meeting.

## 21.9. How resolutions are decided

At a meeting, a resolution put to the vote will be decided on a poll. In the case of an equality of votes, the chairman will not be entitled to a casting vote in addition to the vote, if any, to which he is entitled.

## 21.10. Votes

21.10.1. Voting of all of the Noteholders or the Noteholders in the relevant Group/s of Noteholders (as applicable) shall only take place on a poll and not on a show of hands. On a poll every Noteholder (subject to Condition 21.10.3), present in person or by proxy, will be entitled to that proportion of the total votes which the Outstanding Principal Amount of the Notes held by such Noteholder bears to the Outstanding Principal Amount of all of the Notes or the Notes in the relevant Tranche(s) of Notes held by the relevant Group/s of Noteholders (as applicable).

21.10.2. The holders of Beneficial Interests in Notes must vote in accordance with the CSD Procedures. Holders of Beneficial Interests in Notes must exercise their respective rights to vote through their respective Participants. The respective Participants will vote in accordance with the respective instructions conveyed to them by the respective holders of Beneficial Interests in Notes, in accordance with the CSD Procedures.

21.10.3. The provisions of Condition 9.11.1 (*Subordinated Notes*) preclude the purchase or acquisition of Subordinated Notes by the Issuer and its Subsidiaries (if any). The Controlling Company will not have any voting rights in respect of any Subordinated Notes held by it.

21.10.4. Neither the Controlling Company nor the Issuer nor any of the Issuer's Subsidiaries (if any) will have any voting rights in respect of any Unsubordinated Notes held by them.

## 21.11. Proxies and representatives

21.11.1. Noteholders present at a meeting either in person or by proxy may vote on a poll. A Noteholder may by an instrument in writing (a "proxy form") signed by the Noteholder or, in the case of a juristic person, signed on its behalf by a duly

authorised officer of the juristic person, appoint any person (a "proxy" or "proxies") to act on his or its behalf in connection with any meeting or proposed meeting.

- 21.11.2. A person appointed to act as proxy need not be a Noteholder.
- 21.11.3. The proxy form will be deposited at the Specified Office of the Issuer not less than 24 (twenty four) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such proxy proposes to vote.
- 21.11.4. No proxy form will be valid after the expiration of 6 (six) months from the date named in it as the date of its execution.
- 21.11.5. Notwithstanding Condition 21.11.4, a proxy form will be valid for any adjourned meeting, unless the contrary is stated thereon.
- 21.11.6. A vote given in accordance with the terms of a proxy form will be valid notwithstanding the previous death or incapacity of the principal or revocation or amendment of the proxy form or of any of the Noteholder's instructions pursuant to which the proxy form was executed or of the authority under which the proxy form was executed or the transfer of the Notes in respect of which the proxy was given, provided that no intimation in writing of such death, incapacity, revocation or amendment shall have been received by the Issuer at its Specified Office, more than, and that the transfer has been given effect to less than, 12 (twelve) hours before the commencement of the meeting or adjourned meeting at which the proxy is to be used.
- 21.11.7. Any Noteholder which is a juristic person may, by resolution of its directors or other governing body, authorise any person to act as its representative in connection with any meeting or proposed meeting. Any reference in the Terms and Conditions to a Noteholder present at a meeting in person includes the duly authorised representative of a Noteholder which is a juristic person.

#### 21.12. Binding effect of resolutions

A resolution passed at a meeting of all of the Noteholders or the relevant Group/s of Noteholders (as applicable) duly convened and held in accordance with the provisions of this Condition 21 is binding on all of the Noteholders or the relevant Group/s of Noteholders (as applicable), whether present or not present at any such meeting, and each of such Noteholders shall be bound to give effect thereto accordingly. The passing of any such resolution shall be conclusive evidence (unless the contrary is proved) that the circumstances of such resolution justify the passing of it.

#### 21.13. Minutes

The Issuer will cause minutes of all resolutions and proceedings of meetings to be duly entered in books to be provided by the Issuer for that purpose. Any such minutes, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings held or by the chairman of the next succeeding meeting, will be receivable in evidence without any further proof, and until the contrary is proved, a meeting of all of the Noteholders or the relevant Group/s of Noteholders (as applicable) in respect of the proceedings of which minutes have been so made will be deemed to have been duly held and convened and all resolutions passed thereat, or proceedings held, to have been duly passed and held.

#### 21.14. Signed resolution

A resolution in writing signed by or on behalf of all of the Noteholders or the relevant Group/s of Noteholders (as applicable) shall be as valid and effectual as an Extraordinary Resolution passed at a meeting of such Noteholders duly convened and held in accordance with the provisions contained in this Condition 21.

### 22. BENEFITS

- 22.1. The provisions of the Conversion Agreement which confer benefits on a Noteholder of Subordinated Notes to which Conversion into Controlling Company Ordinary Shares is applicable (as contemplated in Condition 10.19 (*Conversion*)), constitute stipulations for the benefit of that Noteholder, and that Noteholder, upon its subscription for such Subordinated Notes and the issue of such Subordinated Notes to it, or upon the transfer of any of such Subordinated Notes to it, as the case may be, shall be deemed to have notice of the Conversion Agreement and shall be deemed to have accepted such benefits, and shall accordingly have the benefit of all those provisions of the Conversion Agreement which confer rights on that Noteholder and be bound by all those provisions (if any) of the Conversion Agreement which impose obligations and/or restrictions on that Noteholder.
- 22.2. The provisions of the Dividend Restriction Agreement which confer benefits on an Additional Tier 1 Noteholder constitute stipulations for the benefit of that Additional Tier 1 Noteholder, and that Additional Tier 1 Noteholder, upon its subscription for Additional Tier 1 Notes and the issue of Additional Tier 1 Notes to it, or upon the transfer of any Additional Tier 1 Notes to it, as the case may be, shall be deemed to have notice of the Dividend Restriction Agreement and shall be deemed to have accepted such benefits, and shall accordingly have the benefit of all those provisions of the Dividend Restriction Agreement which confer rights on that Additional Tier 1 Noteholder and be bound by all those provisions (if any) of the Dividend Restriction Agreement which impose obligations and/or restrictions on that Additional Tier 1 Noteholder.

**23. TAP ISSUES**

The Issuer shall be at liberty from time to time, without the consent of any Noteholder, to create and issue a Tranche of Notes ("**Additional Notes**") having terms and conditions which are identical to any other Tranche of Notes already in issue under the Programme ("**Existing Notes**") (save for their respective Issue Dates, Issue Prices and aggregate Principal Amounts), so that the Additional Notes (i) are consolidated with the Existing Notes and form part of the same Tranche of Existing Notes and (ii) rank *pari passu* in all respects with the Existing Notes.

**24. SEVERABILITY**

Should any of the Applicable Terms and Conditions be, or become, invalid, the validity of the remaining Applicable Terms and Conditions shall not be affected in any way.

**25. GOVERNING LAW**

The Programme Memorandum, the Notes and the Applicable Terms and Conditions are governed by, and will be construed in accordance with, the laws of South Africa.

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## **USE OF PROCEEDS**

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The Issuer will use the net proceeds from the issue of a Tranche of Unsubordinated Notes for its general corporate purposes or as otherwise may be described in the Applicable Pricing Supplement.

Subject to the applicable Capital Regulation, the proceeds of the issue of a Tranche of Additional Tier 1 Notes will rank as Additional Tier 1 Capital and the proceeds of the issue of a Tranche of Tier 2 Notes will rank as Tier 2 Capital, as specified in the Applicable Pricing Supplement.



## DESCRIPTION OF THE ISSUER

A description of the Issuer and its business is set out in the "Capitec Bank Limited Annual Report" of the Issuer ("**Annual Report**") for the financial year ended 28 February 2015. This Annual Report is incorporated by reference into this Programme Memorandum (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*") and is available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer. In addition, this Annual Report is available on the following website: [www.capitecbank.co.za](http://www.capitecbank.co.za).

The description of the Issuer and its business may be updated from time to time in the respective Annual Reports of the Issuer for all financial years after the Programme Date. These Annual Reports are incorporated by reference into this Programme Memorandum (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*"). These Annual Reports will (as and when such Annual Reports are approved and become available) be available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer. In addition, these Annual Reports will (as and when such Annual Reports are approved and become available) be available on the following website: [www.capitecbank.co.za](http://www.capitecbank.co.za).

### REGISTRATION OF THE ISSUER

The Issuer is registered and incorporated as a public company with limited liability in terms of the Companies Act, under registration number 1980/003695/06.

### BUSINESS OF THE ISSUER

The Issuer carries on the business of a bank and is registered as a bank in terms of the Banks Act.

The Issuer is regarded as a leading South African retail bank. The Issuer focuses on essential banking services and provides innovative savings, transacting and unsecured lending products to individuals.

### REGISTERED OFFICE AND COMPANY SECRETARY

The registered office of the Issuer is situated at 1 Quantum Street, Techno Park, Stellenbosch, 7600, South Africa.

The company secretary of the Issuer is Ms Yolande Mouton. The company secretary acts as a conduit between the board of directors of the Issuer ("**Board**") and the Issuer. The company secretary is responsible for Board administration, and liaison with the Companies and Intellectual Property Commission and the JSE. The registered office of the company secretary of the Issuer is situated at 1 Quantum Street, Techno Park, Stellenbosch, 7600, South Africa.

### BOARD OF DIRECTORS

#### General

The directors on the Board as at the Programme Date are:

- Michiel Scholtz du Pre le Roux (Non-executive Chairman)
- Petrus Johannes Mouton (Non-executive Director)
- Riaan Stassen (Non-executive Director)
- Reitumetse Jacqueline Huntley (Independent Non-executive Director)
- John David McKenzie (Independent Non-executive Director)
- Nonhlanhla Sylvia Mjoli-Mncube (Independent Non-executive Director)
- Chris Adriaan Otto (Independent Non-executive Director)
- Gerrit Pretorius (Independent Non-executive Director)
- Jean Pierre Verster (Independent Non-executive Director)
- Gerhardus Metselaar Fourie (Executive Director - Chief Executive Officer)
- Andre Pierre du Plessis (Executive Director - Chief Financial Officer)

The Board is responsible for the Issuer in its entirety. The Board functions within the ambit of an annually reviewed charter and instructs and oversees a management and control structure that directs and executes all functions within the Issuer. The Board also drives strategy.

#### Composition

A Board-approved policy specifies the governance principles that ensure a balance of power and authority at Board level. The Board comprises a majority of nine non-executive directors, six of whom are independent non-executive directors.

The composition of the Board ensures that there is a balance of power and authority so that no one individual has unfettered decision-making powers. The roles of Chairman and Chief Executive Officer are separated and the Chairman is a non-executive director who is considered by the Board to best be able to fulfil the role of Chairman.

#### **Assessment of independence**

The independence of independent non-executive directors that have served for a period of nine years, and factors that may impair their independence, are evaluated annually. The Board is satisfied that the independence of these non-executive directors remains unaffected.

#### **Appointment process**

All appointments to the Board are formal and are conducted in terms of a Board-approved policy. The process is transparent and a matter for the Board as a whole. The directors' affairs committee, under leadership of the Chairman, presides over Board appointments. When a vacancy exists or specific skills are required, candidates are identified and recommended to the full Board for endorsement. With the Board's sanction, the individual is approached and, subject to prior approval by the South African Reserve Bank ("SARS"), formally appointed. Shareholders of the Issuer have the opportunity at the first annual general meeting following the appointment of a new non-executive director, to endorse the appointment.

#### **Development**

Newly appointed Board members are formally inducted through a programme comprising reading, interviews and exposure to bank operations. All Board members attend training presented by the Gordon Institute of Business Science for and on behalf of the SARB and *ad hoc* training is presented in-house from time to time.

#### **Performance assessment**

The Board is assessed annually via an internally conducted process. In the financial year ended 28 February 2015 the performance and contribution of each director as well as the Chairman of the Board and the chairmen of the respective Board committees was reviewed. The Board was comfortable with the results of the assessment for the financial year ended 28 February 2015 and concluded that each Board committee individually represents an appropriate mix of skill and experience.

#### **Meetings and quorum**

The Board meets six times a year and a quorum comprises a majority of directors of which at least 50% must be non-executive.

#### **Committees**

A number of committees, comprising directors, executives and senior management, are in place to deal with specific risks facing the Issuer in a structured manner and in accordance with Board-approved charters. These committees include the Audit Committee, the Directors' Affairs Committee, EXCO, the Large Exposures Committee, the Risk and Capital Management Committee, REMCO and the Social and Ethics Committee

### **INTEGRATED RISK FRAMEWORK**

Integrated risk management ("IRM") is used in the setting of strategy across the Issuer. It is a structured and disciplined approach to risk management, aligning strategy, processes, people, technology and knowledge with the purpose of evaluating and managing the opportunities, threats and uncertainties that the Issuer faces. It aims to balance risk and control effectively.

Strategic, economic, operational, social and environmental objectives, together with the material issues identified through interaction with stakeholders form, the basis for IRM. IRM is supported by ethics, performance metrics and incentives and the leadership provided through the governance structure.

The IRM framework consists of policies, methodologies, and allocation of responsibilities, governance and reporting structures and is based on ISO 31000, Basel III Governance principles, the King III Code of Corporate Governance ("King III") and, among other legislative requirements, the Companies Act and the Banks Act.

The primary objectives of the framework are to:

- protect against possible losses;
- integrate risk management at all levels of decision-making;
- anticipate and mitigate risk events before they become a reality;
- ensure earnings stability; and
- optimise the use of capital.

The Risk and Capital Management Committee ("RCMC") oversees risk management in the Issuer. The RCMC has a Board-approved charter in terms of which it assists the Board in reviewing risk identification, evaluation and mitigation processes. This ensures that risk assessment is an ongoing process.

## **GOVERNANCE**

The Board remains ultimately responsible for ensuring that risks are adequately identified, measured, managed and monitored and that good governance is maintained. The Board discharges its duty through policies and frameworks supported by Board committees. Executive management, together with a number of sub-committees, manages the business of the Issuer through a system of internal controls functioning throughout the Issuer. This promotes an awareness of risk and good governance in every area of the Issuer's business and instils a culture of compliance. Risk management is seen as the responsibility of each and every employee.

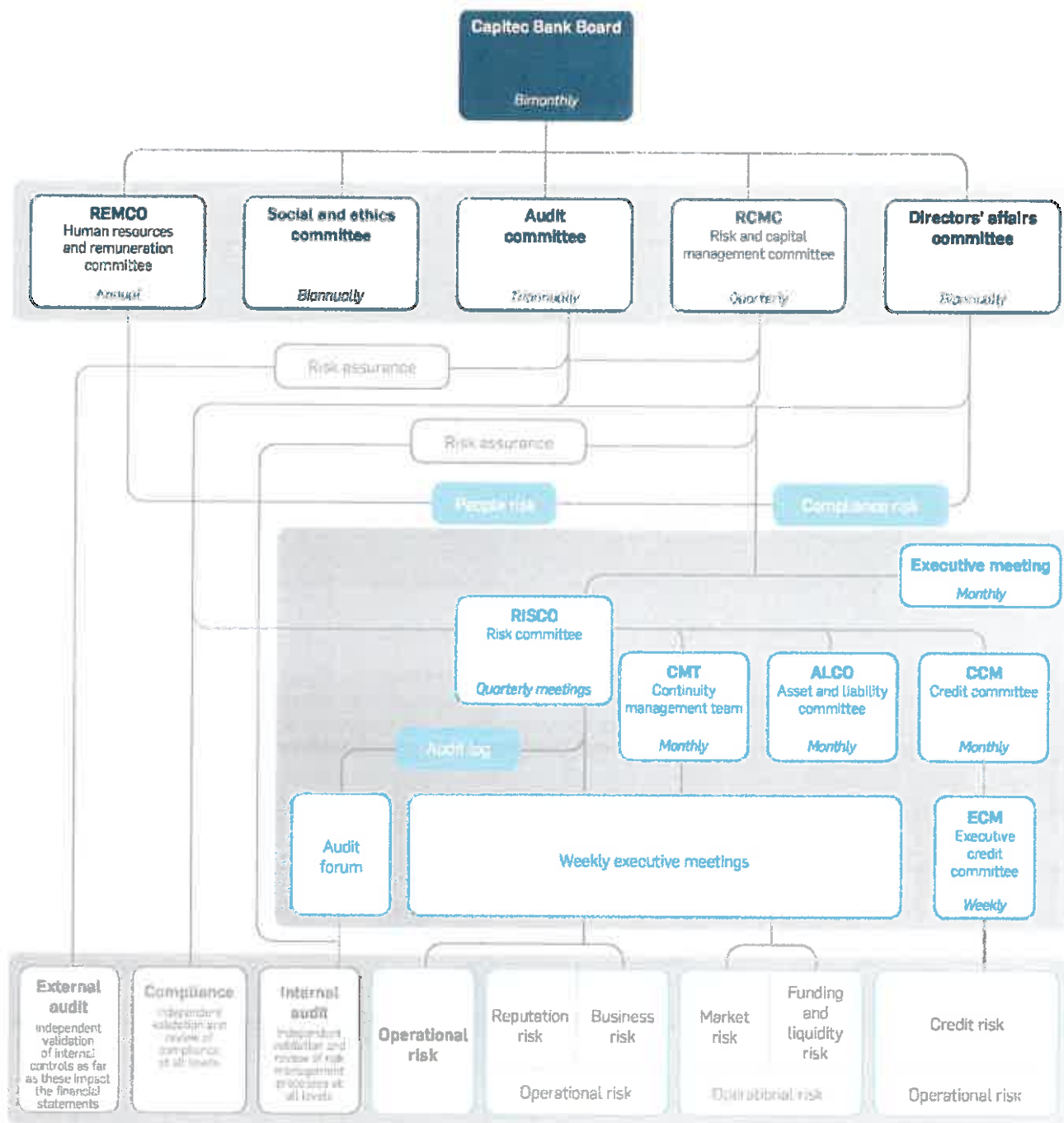
### **Compliance with King III**

The Issuer complies with all of the key principles set by King III, with minor exceptions.

Supplementary governance information is available at [www.capitecbank.co.za/investor-relations](http://www.capitecbank.co.za/investor-relations), where full details regarding the application of the principles set by King III are provided.

### **Governance structure**

The IRM governance structure consists of a number of committees with varying areas of responsibility as detailed in the following GOVERNANCE STRUCTURE diagram:



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## FINANCIAL INFORMATION

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### GENERAL

The (i) respective "Capitec Bank Limited Annual Reports" of the Issuer ("**Annual Reports**") for the financial years of the Issuer ended 28 February 2013, 28 February 2014 and 28 February 2015, which include the audited annual financial statements of the Issuer for such financial years and the independent auditor's reports in respect of such annual financial statements and (ii) the audited annual financial statements of the Issuer for the financial year of the Issuer ended 28 February 2016, which include the independent auditor's reports in respect of such annual financial statements, are incorporated by reference into this Programme Memorandum (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*"). These Annual Reports and audited annual financial statements are available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer. In addition, these Annual Reports and interim financial statements are available on the following website: [www.capitecbank.co.za](http://www.capitecbank.co.za).

The respective Annual Reports of the Issuer for all financial years of the Issuer after the Programme Date, which will include the audited annual financial statements of the Issuer for such financial years and the independent auditor's reports in respect of such annual financial statements, are incorporated by reference into this Programme Memorandum (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*"). These Annual Reports will (as and when such Annual Reports are approved and become available) be available for inspection, upon request, during normal office hours, at the Specified Office of the Issuer. In addition, these Annual Reports will (as and when such Annual Reports are approved and become available) be available on the following website: [www.capitecbank.co.za](http://www.capitecbank.co.za).

### REPORT OF THE INDEPENDENT AUDITORS

The reports of the independent auditors of the Issuer are (or will be) included with the respective audited annual financial statements of the Issuer (see "*General*" above).

### AUDITORS

PricewaterhouseCoopers Inc. are the auditors of the Issuer as at the Programme Date.

For purposes of Rule 7.31 of the JSE Debt Listings Requirements, PricewaterhouseCoopers Inc. is an accredited audit firm specified as such in the JSE List of Accredited Auditors (26 February 2016).

## SETTLEMENT, CLEARING AND TRANSFERS OF REGISTERED NOTES

### REGISTERED NOTES HELD IN THE CENTRAL SECURITIES DEPOSITORY

#### Clearing systems

Each Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE and each Tranche of unlisted Notes will be held in the Central Securities Depository. The Central Securities Depository is the operator of an electronic clearing system and has been appointed by the JSE to match, clear and facilitate the settlement of transactions concluded on the Interest Rate Market of the JSE.

Each Tranche of Registered Notes which is held in the Central Securities Depository will be issued, cleared and transferred in accordance with the Applicable Procedures through the electronic settlement system of the Central Securities Depository. Each such Tranche of Registered Notes will be settled through Participants who will comply with the electronic settlement procedures prescribed by the JSE and the Central Securities Depository. The Issuer will adhere to the recognised and standardised electronic clearing and settlement procedures of the JSE and the Central Securities Depository. Registered Notes may be accepted for clearance through any additional clearing system as may be agreed between the JSE, the Issuer and the Dealer/s.

#### Participants

The Central Securities Depository maintains accounts only for Participants. As at the Programme Date, the Participants are the South African Reserve Bank, Standard Chartered Bank Johannesburg Branch, Société Generale, Citibank N.A., South Africa Branch, FirstRand Bank Limited, Nedbank Limited and The Standard Bank of South Africa Limited. Euroclear and Clearstream will settle offshore transfers through their nominated Participant.

Participants are responsible for the settlement of scrip and payment transfers through the Central Securities Depository, the Interest Rate Market of the JSE and the South African Reserve Bank.

#### Payments

Payments of all amounts in respect of a Tranche of Registered Notes which is held in the Central Securities Depository will be made to the Central Securities Depository, which in turn will transfer such funds, via the Participants, to the holders of Beneficial Interests in such Registered Notes, in accordance with the CSD Procedures.

Each of the persons reflected in the records of the Central Securities Depository or the relevant Participant, as the case may be, as the holders of Beneficial Interests in Registered Notes shall look solely to the Central Securities Depository or the relevant Participant, as the case may be, for such person's share of each payment so made by (or on behalf of) the Issuer to, or for the order of, the Central Securities Depository.

#### Transfers and exchanges of Beneficial Interests

The Participants will maintain records of the Beneficial Interests in Registered Notes held in the Central Securities Depository.

Title to Beneficial Interests held by clients of Participants indirectly through such Participants will pass on transfer thereof by electronic book entry in the securities accounts maintained by such Participants for such clients. Title to Beneficial Interests held by Participants directly through the Central Securities Depository will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the Central Securities Depository for such Participants.

Beneficial Interests may be transferred only in accordance with the CSD Procedures.

Subject to the Financial Markets Act, Beneficial Interests may be exchanged for Registered Notes represented by Certificates in accordance with Condition 15.1 (*Exchange of Beneficial Interests*).

### REGISTERED NOTES LISTED ON ANY OTHER FINANCIAL EXCHANGE

Each Tranche of Registered Notes which is listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that Financial Exchange. The settlement and redemption procedures for a Tranche of Registered Notes which is listed on any Financial Exchange (other than or in addition to the Interest Rate Market of the JSE) will be specified in the Applicable Pricing Supplement.

If a Tranche of Registered Notes which is listed on any Financial Exchange (other than the Interest Rate Market of the JSE) may, in terms of the rules of that Financial Exchange and Applicable Laws, be lodged in a central securities depository and/or issued in uncertificated form, the relevant procedures (including those relating to beneficial ownership interests in that Tranche of Registered Notes) will be set out in the Applicable Pricing Supplement.

## TAXATION

*The summary in this section headed "Taxation" below is intended to deal with the more important fiscal provisions that could be relevant on the treatment of the Notes from a fiscal perspective as at the Programme Date. The contents of this section headed "Taxation" are not intended to and do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or holder of or purchaser of Notes. Prospective Noteholders of Notes should consult their professional advisers in this regard.*

### SECURITIES TRANSFER TAX

The issue, transfer and redemption of the Notes will not attract securities transfer tax under the Securities Transfer Tax Act, 2007. Any future transfer duties and/or taxes that may be introduced in respect of (or be applicable to) the transfer and/or redemption of the Notes will be for the account of the Noteholders.

### INCOME TAX - TREATMENT OF PREMIUM AND/OR DISCOUNT AS WELL AS INTEREST ON THE NOTES

The taxation of "interest" is regulated by section 24J of the Income Tax Act, 1962 ("**Income Tax Act**") on the basis that interest must be accounted for in the hands of a Noteholder on a yield-to-maturity basis. For tax purposes "interest" as defined in section 24J of the Income Tax Act ("**Interest**") has a wide meaning and includes, among other things, not just interest and related finance charges, but also any discount or premium payable or receivable in terms of or in respect of a financial arrangement.

However, to the extent that a Noteholder is a "covered person" as defined in section 24JB of the Income Tax Act, the Noteholder should apply the provisions of section 24JB of the Income Tax Act instead.

A different treatment applies in the hands of the Issuer as the Issuer must account for financial instruments on a mark-to-market basis consistent with accounting principles as set out in section 24JB of the Income Tax Act.

#### Original issue discount or premium

Any discount that arises pursuant to the original issue of the Notes will be treated as Interest for tax purposes, and the amount of the discount will be deemed to accrue to the Noteholder on a yield to maturity basis as if such Noteholder were to hold the Notes until the Maturity Date (if any).

Any original issue premium over the Principal Amount of the Notes will also be treated as Interest for tax purposes and will be taken into account in calculating the return to the Noteholder on a yield to maturity basis as if such Noteholder were to hold the Notes until the Maturity Date (if any).

#### Interest on the Notes

A "**resident**" (as defined in section 1 of the Income Tax Act) ("**Resident**") will, subject to any available exemptions, be taxed on its worldwide income. Accordingly, a Resident Noteholder will be liable for income tax, subject to available exemptions, on any income received or accrued in respect of the Notes held by that Resident Noteholder in the relevant year of assessment of that Resident Noteholder.

A person who or which is not a Resident ("**Non-Resident**") is taxed in South Africa under the Income Tax Act only on income from a source within or deemed to be sourced within South Africa, subject to any relief available in any applicable convention concluded between the Government of the Republic of South Africa and the relevant other contracting state for the avoidance of double taxation ("**DTA**").

Interest which, during the relevant year of assessment of a Non-Resident Noteholder, is received or accrued in respect of Notes which are held by that Non-Resident Noteholder may be regarded as being from a South African source.

However, interest which, during the relevant year of assessment of a Non-Resident Noteholder, is received or accrued in respect of the Notes which are held by that Non-Resident Noteholder should be exempt from income tax under section 10(1)(h) of the Income Tax Act (see, however, the Withholding Tax on Interest paid to a Non-Resident under "**Withholding tax**" below).

The section 10(1)(h) exemption will not apply to a Non-Resident Noteholder if:

- a) that Non-Resident Noteholder is a natural person who was physically present in South Africa for a period exceeding 183 calendar days in aggregate during the relevant year of assessment;
- b) the debt from which the interest arises is effectively connected to a permanent establishment of that Non-Resident Noteholder in South Africa.

If a Non-Resident Noteholder does not qualify for the exemption under section 10(1)(h) of the Income Tax Act, (a) that Non-Resident Noteholder should be exempt from the Withholding Tax on Interest paid to Non-Residents (see "**Withholding tax**" below), (b) an exemption from or reduction of tax liability under the Income Tax Act may be available under an applicable DTA and (c) certain entities may, in any event, be exempt from income tax.



Prospective Non-Resident Noteholders must consult their own professional advisers as to whether the interest income earned on Notes to be held by them will be exempt under section 10(1)(h) of the Income Tax Act or under an applicable DTA.

As regards liability for the withholding tax on Interest paid to Non-resident Noteholders, see "*Withholding tax*" below.

### Re-characterisation of Interest

Certain anti-avoidance provisions have been inserted into the Income Tax Act which have the result that interest is re-characterised as dividends. In such event, the interest is deemed to be a dividend *in specie* declared and paid by the Issuer on the last day of the year of assessment of the Issuer and not deductible in terms of the Income Tax Act. The interest is also re-characterised in the hands of the Noteholder and is deemed to have accrued to the Noteholder in the form of a dividend *in specie* that is declared and paid to the Noteholder on the last of the year of assessment of the Issuer. These deeming provisions do not apply to Subordinated Notes.

Interest is re-characterised to the extent that one is dealing with a hybrid debt instrument or hybrid interest. A hybrid debt instrument is, amongst others, an instrument in terms of which an Issuer owes an amount if –

- the Issuer is entitled or obliged to -
  - convert the instrument (or any part thereof) in any year of assessment to; or
  - exchange the instrument (or any part thereof) in any year of assessment for, shares unless the market value of the shares is equal to the amount owed in terms of the instrument at the time of conversion of exchange;
- the obligation to pay an amount in respect of the instrument is conditional upon the market value of the assets of the Issuer not being less than the market value of the liabilities of the Issuer; or
- the Issuer owes the amount to a connected person in relation to the Issuer and is not obliged to redeem the instrument, excluding any instrument payable on demand, within 30 years from the date of the issue of the instrument or from the end of that year of assessment.

Interest is also re-characterised as a dividend *in specie* if one is dealing with hybrid interest. The concept of hybrid interest is, amongst others, defined in relation to a debt owed by the Issuer as –

- any interest where the amount of the interest is not determined with reference to a specified rate of interest or not determined with reference to the time value of money; or
- if the rate of interest has in terms of the instrument been raised by reason of an increase in the profits of the Issuer, so much of the amount of interest as has been determined with reference to the raised rate of interest as exceeds the amount of interest that would have been determined with reference to the lowest rate of interest in terms of that instrument during the current year of assessment and the previous five years of assessment; or
- should one be dealing with a hybrid debt instrument, the interest will be deemed to be a dividend *in specie* that is declared by the Issuer and accrued to the Noteholder on the last day of the year of assessment of the Issuer.

### Withholding tax

In terms of Part IVB of the amended Income Tax Act, a withholding tax on Interest paid to Non-Residents (at a rate of 15% of the amount of the Interest) ("**Withholding Tax**") came into effect on 1 March 2015.

Interest which, during the relevant year of assessment of a Non-Resident Noteholder, is received or accrued in respect of Notes which are held by that Non-Resident Noteholder may be regarded as being from a South African source.

The Issuer is entitled to request a Noteholder to confirm its tax residency and whether any withholding or deduction is in fact required in terms of any applicable DTA.

Subject to any Withholding Tax relief provided for in the Income Tax Act (see the paragraph below) or an applicable DTA, the Withholding Tax will be imposed in respect of all payments of Interest from a South African source to Non-Residents (other than payments of Interest to a Non-Resident who is not entitled to the section 10(1)(h) exemption referred to under "*Income tax - treatment of premium and/or discount as well as interest on the Notes*" above and which Non-Resident is therefore liable for the payment of income tax on such Interest).

However, payments of Interest under Notes held by Non-Resident Noteholders will be exempt from Withholding Tax if (among other exemptions) such Notes are listed on a "*recognised exchange*" or are issued by a South African bank (subject to the exclusion of back to back transactions as envisaged by section 50D(2) of the Income Tax Act). The Issuer is a South African bank. The JSE is a "*recognised exchange*".

Subject to the paragraph above, payments of Interest under Notes held by Non-Resident Noteholders will be exempt from Withholding Tax.

### **Conversion or Write-Off of Subordinated Notes**

*It should be noted that the tax consequences to the Subordinated Noteholder of the compulsory Conversion of Subordinated Notes into Controlling Company Ordinary Shares or the compulsory Write-Off of Subordinated Notes, upon the occurrence of the Trigger Event (at the Discretion of the Relevant Authority), are complicated, and a ruling in this regard may need to be obtained from the South African Revenue Service.*

*A summary of some of the possible tax consequences of the compulsory Write-Off of Subordinated Notes is set out below. Prospective subscribers for or purchasers of any Subordinated Notes must consult their professional advisers in this regard.*

#### **Conversion of Subordinated Notes**

To the extent that Subordinated Notes are Converted into Controlling Company Ordinary Shares, the Conversion may potentially be regarded as a disposal for tax purposes, resulting in a tax liability for the Noteholder of Subordinated Notes.

The "conversion" of an asset is specifically indicated in the capital gains tax provisions of the Income Tax to constitute a disposal. In addition, even though there may be an exemption applying to the conversion of preference shares into ordinary shares, the South African Revenue Service, in its Capital Gains Tax Guide, has specifically indicated that there will be an adjusted gain or loss pursuant to the conversion of a debenture (or a debt instrument such as the Subordinated Notes). This adjusted gain or loss is deemed to accrue in the year of transfer or redemption.

The Capital Gains Tax Guide indicates that, even if the "right" to convert a debenture (or a debt instrument such as the Subordinated Notes) into an ordinary share is acquired upfront, a capital gain or loss will have to be determined at the time of conversion. A similar consequence may arise to the extent that the Subordinated Notes are held on revenue account. To the extent that cash does not flow pursuant to the Conversion, there is also a risk that the mere Conversion may not be seen to be full discharge by the Issuer of its obligations under the Subordinated Notes.

#### **Write-Off of Subordinated Notes**

To the extent that Subordinated Notes are Written Off (on the basis that the Issuer is no longer obliged to pay the relevant amount to the Noteholders of the Subordinated Notes) this will be a realisation which will have tax consequences: if a debt is waived or reduced as envisaged in the Income Tax Act, this may result in a loss for the Noteholders. It is generally only on revenue account for a moneylender and in most cases the loss will be on capital account for the Noteholders.

To the extent that the waiver or reduction of the relevant debt is merely an accounting entry as opposed to a waiver or reduction in law, this will generally not constitute a disposal of the Subordinated Notes, except in certain exceptional circumstances. Should there be an actual waiver or reduction in law of the relevant amount under the Subordinated Notes, the Noteholders of the Subordinated Notes may have to account for tax consequences, depending on, among other things, whether the Subordinated Notes have been held on capital or revenue account.

There may also be recoupments or capital gains tax consequences for the Issuer, depending on how it used the proceeds of the Subordinated Notes, to the extent that the Subordinated Notes are Written Off.

#### **Disposal of the Notes**

If a Noteholder sells or otherwise disposes of a Note, Taxes (whether income tax or capital gains tax) may be levied on such sale or disposal.

Having regard to the provisions of section 24J(4) of the Income Tax Act, Taxes (whether income tax or capital gains tax) may be levied on the disposal or deemed disposal of any Notes held by a Resident Noteholder. In general, income tax will be leviable to the extent that a Resident Noteholder is a trader or has acquired the Notes for speculative purposes. Capital gains tax will be leviable to the extent that the Notes have been acquired by a Resident Noteholder for investment purposes and the disposal is not regarded as part of a profit-making transaction even though the South African Revenue Service has generally taken the view that these type of transactions would generally be on revenue account.

Any discount or premium on acquisition which has already been treated as Interest for income tax purposes under section 24J of the Income Tax Act (see "*Original issue discount or premium*" above) will not again be taken into account when determining any capital gain or loss.

Taxes (whether income tax or capital gains tax) will not be levied on the disposal or deemed disposal of the Notes by a Non-Resident Noteholder unless the profits made on the disposal or deemed disposal of such Notes are from a South African source or are attributable to a permanent establishment of that Non-Resident Noteholder in South Africa during the relevant year of assessment of that Non-Resident Noteholder. An applicable DTA may provide such Non-Resident Noteholder with relief from such Taxes.

#### **VALUE-ADDED TAX**

In terms of the Value-Added Tax Act, 1991 ("**VAT Act**"), no value-added tax ("**VAT**") is payable on the issue or transfer of the Notes. The issue, allotment or transfer of ownership of the Notes will constitute a "*financial service*", the supply of which is exempt from VAT

in terms of section 12(a) of the VAT Act. However, commissions or other charges that are payable on the facilitation of this "financial service" are, in principle, subject to VAT at the current standard rate of 14%, depending on the circumstances and the identity of the service provider.

#### US TAXATION – FOREIGN ACCOUNT TAX COMPLIANCE ACT

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("FATCA") impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to any non-U.S. financial institution (a "foreign financial institution" or "FFI" (as defined by FATCA)) that does not become a "Participating FFI" by entering into an agreement with the U.S. Internal Revenue Service ("IRS") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA. The Issuer is classified as an FFI.

The new withholding regime is now in effect for payments from sources within the United States and will apply to "foreign passthru payments" (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued after the "grandfathering date", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified after the grandfathering date and (ii) any Notes characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued on or before the grandfathering date, and additional Notes of the same Series are issued after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and a number of other jurisdictions have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an "IGA"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "Reporting FI" not subject to withholding under FATCA on any payments it receives. Further, an FFI in an IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being "FATCA Withholding") from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS.

The Issuer expects there to be a number of significant South African legal obstacles to compliance with the FATCA reporting requirements. The Issuer also expects that compliance with any such regime will require a substantial investment in a documentation and reporting framework. In the absence of compliance with such regime, the Issuer could be exposed to a FATCA Withholding on certain of its assets. The imposition of such a FATCA Withholding would reduce the profitability, and thus the cash available to make payments on the Notes.

The South African Government and the U.S. Government signed an IGA ("South African IGA") in respect of FATCA on 09 June 2014. Under the South African IGA, South African FFIs will generally be able to be treated as "deemed compliant" with FATCA. Depending on the nature of the relevant FFI, FATCA Withholding may not be required from payments made with respect to the Notes other than in certain prescribed circumstances. However, under the South African IGA, an FFI may be required to provide the South African Revenue Services with information on financial accounts (for example, the Notes) held by U.S. persons and Recalcitrant Holders and on payments made to non-participating FFIs. Consequently, Noteholders may be requested to provide certain information and certifications to the Issuer and to any other financial institutions through which payments on the Notes are made in order for the Issuer and such other financial institutions to comply with their FATCA obligations.

The Issuer expects to be treated as a Reporting FI pursuant to the South African IGA and does not anticipate being obliged to deduct any FATCA Withholding on payments it makes. The Issuer also expects that any branch through which it issues Notes will be treated as a Reporting FI pursuant to an IGA. There can be no assurance, however, that the Issuer will be treated as a Reporting FI in the future or that it would in the future not be required to deduct FATCA Withholding from payments it makes. Accordingly, the Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA.

If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor the Paying Agent nor any other person would, pursuant to the Terms and Conditions, be required to pay additional amounts as a result of the deduction or withholding. As a result, Noteholders of such Notes may receive less interest or principal than expected.

Whilst the Notes are held in the Central Securities Depository, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, the Paying Agent and the Central Securities Depository or Participants, as the case may be, given that each of the entities in the payment chain between the Issuer and the Participants is a financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under the South African IGA will be unlikely to affect the Notes.

However, subject to the Financial Markets Act, the holder of a Beneficial Interest may exchange such Beneficial Interest for Registered Notes represented by a Certificate in accordance with Condition 15.1 (*Exchange of Beneficial Interests*). In this event,

such Notes will no longer be held by the Central Securities Depository and a non-FATCA compliant Noteholder of such Notes could be subject to FATCA Withholding.

FATCA is particularly complex legislation. The above description is based in part on U.S. Treasury regulations official guidance and the South African IGA, all of which are is subject to change or may be implemented in materially different form.

Potential investors in the Notes should consult their own tax advisers to determine how these rules may apply to payments they will receive under the Notes and the potential impact of the implementation of the South African IGA and implementing legislation on them.

## SUBSCRIPTION AND SALE

### ARRANGER, DEBT SPONSOR, DEALER AND PLACING ARRANGEMENTS

#### Arranger

Capitec Bank Limited (in its capacity as Arranger) is the Arranger of the Programme.

#### Debt Sponsor

In terms of the mandate agreement entered into between the Issuer and PSG Capital Proprietary Limited ("PSG Capital") on 1 February 2016 ("Debt Sponsor Mandate"), PSG Capital has been appointed by the Issuer as the ongoing Debt Sponsor of the Programme (as required by the JSE Debt Listings Requirements), subject to Rules 2.5 and 2.6 of the JSE Debt Listings Requirements (as read with the terms as to termination of such appointment set out in the Debt Sponsor Mandate).

In terms of the Debt Sponsor Mandate, PSG Capital has been appointed by the Issuer as the Debt Sponsor for purposes of procuring the approval of the Programme Memorandum by the JSE and the listing of Tranche/s on Notes on the Interest Rate Market of the JSE, subject to Rules 2.5 and 2.6 of the JSE Debt Listings Requirements (as read with the terms and conditions of the Debt Sponsor Mandate).

Rule 2 of the JSE Debt Listings Requirements sets out certain requirements in relation to the appointment, and termination of appointment, of a Debt Sponsor. Among other things, if the appointment of the Debt Sponsor is terminated by the Issuer for whatever reason, such termination must be approved by the board of directors of the Issuer. Once the termination of the Debt Sponsor has been approved by the board of directors of the Issuer, the Issuer and the Debt Sponsor must submit a report to the JSE stipulating the reasons for the termination, within 48 hours of such termination.

#### Dealer and placing arrangements

A Tranche of Notes may be offered by way of public auction or private placement or any other means permitted by Applicable Law, as determined by the Issuer and the relevant Dealer/s.

FirstRand Bank Limited, acting through its Rand Merchant Bank division has acceded to the Programme Agreement as a New Dealer for the duration of the Programme (subject to the Issuer's right to terminate the appointment of any Dealer), on the terms and conditions of the Programme Agreement. The Issuer may, in terms of (and subject to) the Programme Agreement, appoint one or more additional Dealers for the duration of the Programme or to place one or more particular Tranches of Notes (subject to the Issuer's right to terminate the appointment of any Dealer).

Subject to the Programme Agreement, the Issuer may from time to time agree with any Dealer/s to issue, and any Dealer/s may agree to place, one or more Tranches of Notes by entering into a Subscription Agreement. Each Subscription Agreement will be concluded in accordance with, and be supplemental to, the Programme Agreement.

A Subscription Agreement will, among other things, provide for the relevant Dealer/s, subject to certain conditions set out in the Subscription Agreement (as read with the Programme Agreement), to place the Notes in the relevant Tranche/s of Notes, and may also provide for the Dealer/s to underwrite the subscription and payment for such Notes.

On the Issue Date, delivery of the Notes in a Tranche of Notes which is held in the Central Securities Depository to the subscribers of such Notes will, in accordance with the relevant Subscription Agreement (as read with the Programme Agreement), be effected by the Issuer's Participant, against payment of the Issue Price, in accordance with the Applicable Procedures.

The relevant Dealer/s may procure sale and purchase transactions in respect of the relevant Tranche/s of Notes before the Issue Date. Such transactions will be for settlement on the Issue Date and will be subject to the condition that the relevant Subscription Agreement is not terminated before the time on which such transactions are to be settled on the Issue Date.

The relevant Dealer/s may, under certain circumstances (before the issue of or payment for the relevant Tranche/s of Notes) terminate their obligations to place the relevant Tranche/s of Notes under the relevant Subscription Agreement. The relevant Subscription Agreement may, under certain circumstances (before the issue of or payment for the relevant Tranche/s of Notes), automatically terminate. If the relevant Subscription Agreement is terminated before the Issue Date, the transactions in the relevant Tranche/s of Notes shall also terminate and no party thereto shall have any claim against any other party as a result of such termination.

The Issuer has no right to cancel the relevant Subscription Agreement before the issue of or payment for the relevant Tranche/s of Notes.

### SELLING RESTRICTIONS

#### South Africa

Each Dealer will be required to represent and agree that it will not solicit any offers for subscription for or sale of any Notes and will not itself sell any Notes, in South Africa, in contravention of the Companies Act, the Banks Act, the Exchange Control Regulations

and/or any other Applicable Laws and regulations of South Africa in force from time to time.

In particular, the Programme Memorandum does not, nor is it intended to, constitute a "prospectus" (as contemplated in the Companies Act) and each Dealer will be required to represent and agree that it will not make an "offer to the public" (as such expression is defined in the Companies Act) of any Notes (whether for subscription, purchase or sale).

Notes will not be offered for subscription or sale to any single addressee for an amount of less than 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).

#### **United States of America**

##### Regulation S Category 2

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 ("U.S. Securities Act"). The Notes may not be offered or sold in the United States of America or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the U.S. Securities Act or in a transaction exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the U.S. Securities Act.

Each Dealer will be required to represent and agree that it has not offered, sold, resold or delivered any Notes and will not offer, sell, resell or deliver any Notes:

- a) as part of its distribution at any time; and
- b) otherwise until 40 (forty) days after completion of the distribution of all of the Notes in the relevant Tranche/s of Notes, as determined and certified by the Dealer or, in the case of an issue of the relevant Tranche/s of Notes on a syndicated basis, the relevant Lead Manager/s, of all Notes of the Series of which the relevant Tranche/s of Notes is/are a part,

within the United States of America or to, or for the account or benefit of, U.S. persons only in accordance with Regulation S and it will send to each distributor to which it sells any Notes a confirmation or other notice setting forth the restrictions on offers and sales of such Notes within the United States of America or to, or for the account or benefit of, U.S. persons.

In addition, an offer or sale of the Notes within the United States of America by any Dealer or other distributor (whether or not participating in the offering of such Notes during the distribution compliance period described in the preceding paragraph) may violate the registration requirements of the U.S. Securities Act.

Each Dealer (and in the case of the issue of the relevant Tranche/s of Notes on a syndicated basis, the relevant Lead Manager/s) shall determine and certify to the Issuer when it has completed the distribution of the Notes in the relevant Tranche/s of Notes.

Each Dealer will be required to further represent and agree that neither it, its affiliates nor any person acting on its or their behalf has engaged or will engage in any "directed selling efforts" (as that term is defined in Regulation S under the U.S. Securities Act) with respect to any Notes, and it and they have complied and will comply with the offering restrictions requirements of Regulation S.

#### **European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer will be required to represent and agree that, with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State ("Relevant Implementation Date") it has not made and will not make an offer of any Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- a) if the Applicable Pricing Supplement relating to a Tranche of Notes specifies that an offer of such Notes may be made other than pursuant to Article 3.2 of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Applicable Pricing Supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Applicable Pricing Supplement, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- c) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the Dealer or Dealers nominated by the Issuer for any such offer; or
- d) at any time in any other circumstances falling within Article 3.2 of the Prospectus Directive,

provided that no such offer of Notes referred to in paragraphs (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member

State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and including any relevant implementing measure in the Relevant Member State.

#### **United Kingdom**

Each Dealer will be required to represent and agree that:

- a) in relation to any of Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of Notes would otherwise constitute a contravention of Section 19 of the United Kingdom Financial Services and Markets Act, 2000 ("FSMA") by the Issuer;
- b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer;
- c) it has complied with and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

#### **Changes to the above selling restrictions**

The selling restrictions set out above may in relation to any Tranche of Notes, be changed by the Issuer and the relevant Dealer/s, including following a change in, or clarification of, a relevant law, regulation, directive, request or guideline having the force of law or compliance with which is in accordance with the practice of responsible financial institutions in the country or jurisdiction concerned or any change in or introduction of any of them or in their interpretation or administration. Any such change will be set out in the Applicable Pricing Supplement relating to the relevant Tranche of Notes.

#### **Other selling restrictions**

Each Dealer will be required to represent and agree that:

- a) it will (to the best of its knowledge and belief) comply with all applicable laws and regulations in force in each jurisdiction in which it purchases, subscribes or procures subscriptions for, offers or sells any Notes or has in its possession or distributes the Programme Memorandum and/or the Applicable Pricing Supplement and will obtain any consent, approval or permission required by it for the purchase, subscription, offer or sale by it of any Notes under the laws and regulations in force in each jurisdiction to which it is subject or in which it makes such purchases, subscriptions, offers or sales; and
- b) it will comply with such other or additional restrictions as the Issuer and the Dealer agree and as are set out in the Applicable Pricing Supplement relating to the relevant Tranche of Notes.

Neither the Issuer nor the Debt Sponsor nor the Arranger nor the Dealer/s represent that this Programme Memorandum and/or any Applicable Pricing Supplement may be lawfully distributed, or that any Notes may be lawfully offered, subscribed for or sold, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution, offering, subscription or sale.

Persons into whose possession this Programme Memorandum and/or any Applicable Pricing Supplement comes are required by the Issuer, the Debt Sponsor, the Arranger and the Dealers to comply with all Applicable Laws and regulations in each country or jurisdiction in which they subscribe for, purchase, offer, sell, transfer or deliver Notes or have in their possession or distribute this Programme Memorandum and/or any Applicable Pricing Supplement and to obtain any consent, approval or permission required by them for the subscription, purchase, offer, sale, transfer or delivery by them of any Notes under the law and regulations in force in any country or jurisdiction to which they are subject or in which they make such subscriptions, purchases, offers, sales, transfers or deliveries, in all cases at their own expense, and none of the Issuer, the Debt Sponsor, the Arranger or the Dealers shall have responsibility therefor.

In accordance with the above, any Notes purchased or subscribed for by any person which it wishes to offer for sale or resale may not be offered in any country or jurisdiction in circumstances which would result in the Issuer being obliged to register this Programme Memorandum or any further prospectus or corresponding document relating to the Notes in such country or jurisdiction.



## EXCHANGE CONTROL

*The comments below are intended as a general guide to the position under the Exchange Control Regulations as at the Programme Date. The contents of this section headed "Exchange Control" do not constitute exchange control advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.*

### PROGRAMME MEMORANDUM

This Programme Memorandum does not require the prior approval of the Exchange Control Authorities in terms of the Exchange Control Regulations.

### ISSUE OF NOTES

In general, the issue of a Tranche of Notes will not require the prior written approval of the Exchange Control Authorities in terms of the Exchange Control Regulations.

However, under certain circumstances (see the paragraph below) and if so indicated in the Applicable Pricing Supplement, the issue of a particular Tranche of Notes will require the prior written approval of the Exchange Control Authorities in terms of the Exchange Control Regulations.

In particular, in terms of Rule 3.20(c) of the JSE Debt Listings Requirements, "*where the ... Issuer issues listed [Notes] that will pay higher than the interest rate to be paid/discounted in terms of exchange control policy, and where there will be foreign participation cross-border funding, the ... Issuer is required to obtain prior [Exchange Control Authorities] approval/directive in respect of the issue. Exchange control policy allows interest to be paid up to the prime overdraft rate (predominant rate) plus 3% per annum or as amended from time to time*".

Dealings in such Notes and the performance by the Issuer of its obligations under the Notes and the Applicable Terms and Conditions will be subject to the Exchange Control Regulations.

### BLOCKED RAND

Blocked Rand may be used for the subscription for or purchase of Notes. Any principal and/or other redemption amount which is payable by the Issuer in respect of such Notes subscribed for or purchased with Blocked Rand may not, in terms of the Exchange Control Regulations, be remitted out of South Africa or paid into a bank account which is outside South Africa.

### EMIGRANTS FROM THE COMMON MONETARY AREA

Any Certificate issued to a Noteholder who is an emigrant from the Common Monetary Area ("**Emigrant Noteholder**") will be restrictively endorsed "emigrant" and must be deposited with the nominated authorised dealer in foreign exchange controlling such Emigrant Noteholder's blocked assets.

Where a Beneficial Interest is held by an Emigrant Noteholder through the Central Securities Depository, the securities account maintained for such Emigrant Noteholder by the relevant Participant will be designated as an "emigrant" account.

All payments of principal and/or other redemption amount payable to an Emigrant Noteholder will be deposited into such Emigrant Noteholder's Blocked Rand account, as maintained by the nominated authorised dealer in foreign exchange controlling such Emigrant Noteholder's blocked assets. Such amounts are not freely transferable from the Common Monetary Area and may only be dealt with in terms of the Exchange Control Regulations. Payments of interest due and payable in respect of such Notes to such Emigrant Noteholder need not be deposited into such Emigrant Noteholder's Blocked Rand account, and such amounts of interest are freely transferable from the Common Monetary Area.

### NON-RESIDENTS OF THE COMMON MONETARY AREA

Any Certificate issued to a Noteholder who is not resident in the Common Monetary Area ("**Non-Resident Noteholder**") will be restrictively endorsed "non-resident".

Where a Beneficial Interest is held by a Non-Resident Noteholder through the Central Securities Depository, the securities account maintained for such Non-Resident Noteholder by the relevant Participant will be designated as a "non-resident" account.

It will be incumbent on a Non-Resident Noteholder to instruct its nominated authorised dealer in foreign exchange as to how payments of amounts (whether in respect of principal, interest or otherwise) payable in respect of the Notes held by such Non-Resident Noteholder are to be dealt with. Such amounts may, in terms of the Exchange Control Regulations, be remitted abroad only if such Notes were acquired with foreign currency introduced into South Africa and provided that the relevant Certificate has been restrictively endorsed "non-resident" or the relevant securities account has been designated as a "non-resident" securities account, as the case may be.



**ORDER NOTES**

Any Order Certificates issued to Emigrant Noteholders will be endorsed in accordance with the applicable provisions of the Exchange Control Regulations. The disposal or acquisition of or dealing in any Order Notes (and Order Certificates) issued to Emigrant Noteholders will be subject to the applicable provisions of the Exchange Control Regulations.

Any Order Certificates issued to Non-resident Noteholders will be endorsed in accordance with the applicable provisions of the Exchange Control Regulations. The disposal or acquisition of or dealing in any Order Notes (and Order Certificates) issued to Non-Resident Noteholders will be subject to the applicable provisions of the Exchange Control Regulations.

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## GENERAL INFORMATION

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### AUTHORISATION

All corporate authorities, and all consents, approvals, authorisations or other orders of all regulatory authorities, required by the Issuer under the laws of South Africa as at the Programme Date, have been given for the establishment of the Programme and the execution of the Programme Memorandum and the Applicable Agency Agreement (if any).

All corporate authorities, and all consents, approvals, authorisations or other orders of all regulatory authorities, required by the Issuer and the Controlling Company under the laws of South Africa as at the Programme Date, have been given or will have been given (prior to the first Issue Date of the first Tranche of Subordinated Notes to which Conversion is applicable) for the execution of the Conversion Agreement and (prior to the Issue Date of the first Tranche of Additional Tier 1 Notes) for the execution of the Dividend Restriction Agreement.

All corporate authorities, and all consents, approvals, authorisations or other orders of all regulatory authorities, required by the Issuer under the laws of South Africa as at the Programme Date, will be given, prior to the Issue Date of a Tranche of Notes, for (among other things) the Issuer to issue that Tranche of Notes, to execute the Applicable Pricing Supplement relating to that Tranche of Notes, to enter into and perform its obligations under the Applicable Terms and Conditions of that Tranche of Notes, and to enter into and perform its obligations under the Relevant Dealer Agreement (if any) relating to the issue and placing of that Tranche of Notes.

### LISTING

This Programme Memorandum was approved by the JSE on 21 April 2016. Registered Notes issued under the Programme may be listed on the Interest Rate Market of the JSE or on such other or further Financial Exchange/s as may be determined by the Issuer and the relevant Dealer/s subject to all Applicable Laws. Unlisted Registered Notes may also be issued under the Programme. Unlisted Registered Notes are not regulated by the JSE. The Applicable Pricing Supplement will specify whether or not a Tranche of Registered Notes will be listed and, if so, on which Financial Exchange.

### MATERIAL CHANGE

As at the Programme Date, the Issuer has no "subsidiaries" as defined in the Companies Act.

The Issuer confirms that, as at the Programme Date, no material change in the financial or trading condition of the Issuer has occurred since 28 February 2016 (being the end of the last financial period for which audited annual 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.

For purposes of the paragraph above "material" shall have the meaning ascribed to it in the JSE Listings Requirements applicable to the Main Board of the JSE.

The statement above is made pursuant to Rule 4.16(b)(i) of the JSE Debt Listings Requirements.

### AUDITORS

PricewaterhouseCoopers Inc. are the auditors of the Issuer as at the Programme Date.

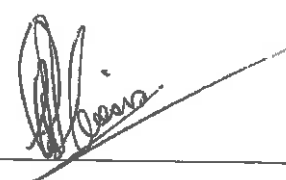
SIGNED at Stellenbosch on 21 April 2016

For: **CAPITEC BANK LIMITED**

By: 

Name: Gerhardus Metselaar Fourie

Capacity: *Director, duly authorised*

By: 

Name: Andre Pierre du Plessis

Capacity: *Director duly authorised*

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